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TITLE 3—THE PRESIDENT

PROCLAMATION 2821

AMENDMENT OF REGULATIONS RELATING TO MIGRATORY BIRDS AND GAME MAMMALS

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS the Acting Secretary of the Interior has adopted and has submitted to me for approval the following amendment of the regulations relating to migratory birds and game mammals included in the terms of the Convention between the United States and Great Britain for the protection of migratory birds concluded August 16, 1916, and the Convention between the United States and the United Mexican States for the protection of migratory birds and certain game mammals concluded February 7, 1936:

AMENDMENT OF MIGRATORY BIRD TREATY ACT REGULATIONS ADOPTED BY THE ACTING SECRETARY OF THE INTERIOR

By virtue of and pursuant to the Migratory Bird Treaty Act of July 3, 1918 (40 Stat. 755), and Reorganization Plan II (53 Stat. 1431), and in accordance with the provisions of the Administrative Procedure Act of June 11, 1946 (60 Stat. 238), I, WILLIAM E. WARNE, Acting Secretary of the Interior, having due regard to the zones of temperature and to the distribution, abundance, economic value, breeding habits, and times and lines of migratory flight of scoters and eider ducks, which are migratory birds included in the terms of the Convention between the United States and Great Britain for the protection of migratory birds, concluded August 16, 1916, and the Convention between the United States and the United Mexican States for the protection of migratory birds and game mammals, concluded February 7, 1936, have determined when, to what extent, and by what means it is compatible with the terms of the said Act and conventions to allow the hunting, taking, capture, killing, possession, sale, purchase, shipment, transportation, carriage, exportation, and importation of scoters and eider ducks, and in accordance with such determination, do hereby amend the regulations approved by Proclamation 2801 of July 29, 1948 (13 F. R. 4414), by deleting from the second sentence of footnote 9 under schedule (a) Atlantic Flyway States in § 1.4 (50 CFR 1.4) relating to the taking of scoters and eider ducks in open coastal waters only, beyond outer harbor lines, the words "in New Hampshire from September 1 to October 7;" and by adopting in lieu of such deleted portion the following:

in New Hampshire from November 1 to November 25;

This amendment is a correction of an error appearing in the said regulations approved July 29, 1948, and is in accordance with the recommendation of the State Fish and Game Department. In view of the fact that in respect to hunting in New Hampshire this amendment extends the season for hunting scoters and eider ducks in open coastal waters only, beyond outer harbor lines, from November 1 to November 25, and in view of the further fact that it imposes no new obligation upon the general public with respect to the taking of scoters and eider ducks, it is determined that this amendment shall become effective immediately, and it is found unnecessary to issue said amended regulation subject to the general notice provision and the effective date limitation of sections 4 (a) and 4 (c), respectively, of the Administrative Procedure Act.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused the seal of the Department of the Interior to be affixed, this 26th day of October, 1948.

[SEAL] WILLIAM E. WARNE,
Acting Secretary of the Interior.

AND WHEREAS upon consideration it appears that approval of the foregoing amendment will effectuate the purposes

(Continued on p. 6467)

CONTENTS

THE PRESIDENT

EXECUTIVE AGENCIES

FEDERAL REGISTER

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CONTENTS—Continued

CODIFICATION GUIDE

A numerical list of the parts of the Code of Federal Regulations affected by documents published in this issue. Proposed rules, as opposed to final actions, are identified as such.

CODIFICATION GUIDE—Con.

CODIFICATION GUIDE—Con.

CODIFICATION GUIDE—Con.

of the aforesaid Migratory Bird Treaty Act:

NOW, THEREFORE, I, HARRY S. TRUMAN, President of the United States of America, under and by virtue of the authority vested in me by section 3 of the said Migratory Bird Treaty Act of July 3, 1918, do hereby approve and proclaim the foregoing amendment.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the United States of America to be affixed.

DONE at the City of Washington this 30th day of October in the year of our Lord nineteen hundred and forty-eight, and of the Independence of the United States of America the one hundred and seventy-third.

[SEAL]

HARRY S. TRUMAN

By the President:

ROBERT A. LOVETT,
Acting Secretary of State.

[F. R. Doc. 48-9677; Filed, Nov. 1, 1948; 3:12 p. m.]

RULES AND REGULATIONS

TITLE 7—AGRICULTURE

Subtitle A—Office of the Secretary of Agriculture

PART 1—ADMINISTRATIVE REGULATIONS

LABOR CENTERS, HOMES, CAMPS AND FACILITIES; DELEGATION OF AUTHORITY TO EFFECT LIQUIDATION

The order of the Acting Secretary of Agriculture dated August 12, 1947 (12 F. R. 5517), as amended by the order of the Acting Secretary of Agriculture dated October 1, 1947 (12 F. R. 6593), is hereby amended by redesignating paragraphs 3 and 4 of that order as paragraphs 4 and 5, respectively, and by adding the following new paragraph 3:

3. Fiscal records relating to properties enumerated in paragraph 1 will be maintained by the Farmers Home Administration, and the Administrator of the Production and Marketing Administration will make periodic reports of disposals and remit the proceeds therefrom, less authorized expenses, to the Administrator of the Farmers Home Administration.

(R. S. 161, 60 Stat. 1062, Pub. Laws 40, 298, 80th Cong.; 5 U. S. C. 22)

Done at Washington, D. C., this 28th day of October 1948.

[SEAL]

A. J. LOVELAND,
Acting Secretary of Agriculture.

[F. R. Doc. 48-9657; Filed, Nov. 2, 1948; 8:53 a. m.]

Chapter IV—Federal Crop Insurance Corporation, Department of Agriculture

PART 416—CORN CROP INSURANCE

SUBPART—REGULATIONS FOR CONTINUOUS CONTRACTS FOR THE 1949 AND SUCCEEDING CROP YEARS

The Federal Crop Insurance Program is part of the general program of the United States Department of Agriculture administered for the benefit of agriculture.

By virtue of the authority vested in the Federal Crop Insurance Corporation by the Federal Crop Insurance Act, as amended, these regulations are hereby published and prescribed to be in force and effect with respect to continuous corn crop insurance contracts for 1949 and succeeding crop years, until amended or superseded by regulations hereafter made.

Sec.

AUTHORITY: §§ 416.1 to 416.15 issued under secs. 506 (e), 507 (c), 508, 509, 516 (b), 52 Stat. 73–75, 77, 61 Stat. 718; 7 U. S. C. 1506 (e), 1507 (c), 1508, 1509, 1516 (b).

§ 416.1 *Availability of corn crop insurance.* (a) Corn crop insurance under continuous contracts for the 1949 and succeeding crop years will be provided only in accordance with this subpart in not to exceed 50 counties. A list of these counties will be published by amendment to this section.

(b) Insurance on either a commodity coverage basis or a monetary coverage basis may be offered under this subpart. However, insurance on only one such basis will be provided in a county. The type of coverage applicable to each county will be designated (1) by the Corporation and shown on the county actuarial table and (2) by amendment to this section.

(c) Insurance will not be provided with respect to applications for corn insurance filed in a county in accordance with this subpart unless such written applications, together with corn crop insurance contracts in force for the ensuing crop year, cover at least 200 farms in the county or one-third of the farms normally producing corn. For this purpose an insurance unit shall be counted as one farm.

§ 416.2 *Coverages per acre.* The Corportation shall establish coverages per acre by areas which shall not be in excess of the maximum limitations prescribed in the Federal Crop Insurance Act. Coverages so established shall be shown on the county actuarial table and shall be on file in the county office and may be revised from year to year as the Corportation may elect. The coverage per acre for any specific acreage shall be the coverage approved by the Corporation for the coverage and rate area in which the acreage is located.

§ 416.3 *Premium rates.* The Corporation shall establish premium rates per acre by areas for all acreage for which coverages are established and such rates shall be those deemed adequate to cover claims for corn crop losses and to provide a reasonable reserve against unforeseen losses. Premium rates so established shall be shown on the county actuarial table and shall be on file in the county office and may be revised from year to year as the Corporation may elect. The premium rate per acre for any specific acreage shall be the premium rate approved by the Corporation for the coverage and rate area in which the acreage is located.

§ 416.4 *Application for insurance.* Application for insurance on a form entitled "Application for Corn Crop Insurance" may be made by any person to cover his interest as landlord, owner-operator, or tenant in a corn crop. The application for insurance shall be submitted to the county office on or before April 30 preceding the crop year with

respect to which insurance is first to become effective.

§ 416.5 *The contract.* Upon acceptance of an application for insurance by a duly authorized representative of the Corporation, the contract, which will consist of the application and the policy issued by the Corporation, shall be in effect beginning with the first crop year following the submission of the application in accordance with § 416.4. The provisions of the commodity coverage policy are shown in § 416.14 and the provisions of the monetary coverage policy are shown in § 416.15.

§ 416.6 *Person to whom indemnity shall be paid.* (a) Any indemnity payable under a contract shall be paid to the insured or such other person as may be entitled to the benefits of the contract under the provisions of this subpart, notwithstanding any attachment, garnishment, receivership, trustee process, judgment, levy, equity, or bankruptcy directed against the insured or such other person, or against any indemnity alleged to be due to such person; nor shall the Corporation or any officer, employee, or representative thereof, be a proper party to any suit or action with reference to such indemnity, nor be bound by any judgment, order, or decree rendered, or entered therein. No officer, agent, or employee of the Corporation shall, because of any such process, order, or decree, pay or cause to be paid to any person other than the insured or other person entitled to the benefits of the contract, any indemnity payable in accordance with the provisions of the contract. Nothing herein contained shall excuse any person entitled to the benefits of the contract from full compliance with, or performance of, any lawful judgment, order, or decree with respect to the disposition of any sums paid thereunder as an indemnity.

(b) The determination of the Corporation as to the existence or nonexistence of a circumstance in the event of which indemnity payment may be made and of the person(s) to whom such payment will be made shall be final and conclusive and payment of an indemnity to such person(s) shall constitute a complete discharge of the Corporation's obligation with respect to the loss for which such indemnity is paid and settled and shall be a bar to recovery by any other person.

§ 416.7 *Public notice of indemnities paid.* The Corporation shall provide for the posting annually in each county at the county courthouse of a list of indemnities paid for losses on farms in such county.

§ 416.8 *Death, incompetence, or disappearance of insured.* (a) If the insured dies, is judicially declared incompetent, or disappears after planting the corn crop in any year but before the time of loss, and his insured interest in the corn crop is a part of his estate at such time, or if the insured dies, is judicially declared incompetent, or disappears subsequent to such time, the indemnity, if any, shall be paid to the legal representative of his estate, if one is appointed or is duly qualified. If no such representative is or will be so qualified the indemnity shall be paid to the persons beneficially entitled to share in the insured interest in the crop or to any one or more of such persons on behalf of all such persons: *Provided, however,* That if the indemnity exceeds $500, the Corporation may withhold the payment of the indemnity until a legal representative of the insured's estate is duly qualified to receive such payment.

(b) If the insured dies, is judicially declared incompetent or disappears after the planting of the corn crop in any year but before the time of loss, and his interest in the crop is not a part of his estate at such time, the indemnity, if any, shall be paid to the person(s) who succeeded to his interest in the crop in the manner provided for in the corn crop insurance policy.

(c) If an applicant for insurance or the insured, as the case may be, dies, is judicially declared incompetent, or disappears less than 15 days before the closing date for the filing of applications for insurance in any year, and before the beginning of planting of the corn crop in such year, whoever succeeds him on the farm with the right to plant the corn crop as his heir or heirs, administrator, executor, guardian, committee, or conservator, shall be substituted for the original applicant or the insured upon filing with the county office, within 15 days (unless such period is extended by the Corporation) after the date of such death, judicial declaration, or termination of the period which establishes disappearance within the meaning of this subpart, or before the date of the beginning of planting, whichever is earlier, a statement in writing in the form and manner prescribed by the Corppration, requesting such substitution and agreeing to assume the obligations of the original applicant or the insured arising out of such application or the contract: *Provided, however,* That any substitution made pursuant to this paragraph shall be effective only with respect to the corn crop to be planted in the ensuing crop year, and the contract shall terminate at the end of such year. If no such statement is filed, as required by this paragraph, the original application shall be void or the contract shall terminate, as the case may be.

(d) In case of death of the insured after the planting of the corn crop is begun for any crop year, any additional acreage of corn which is planted for the insured's estate for that crop year shall be covered by the contract.

(e) Subject to the provisions of paragraph (c) of this section, the contract shall terminate upon death, judicial declaration of incompetence, or disappearance of the insured, except that if such death, judicial declaration of incompetence, or disappearance occurs after the planting of the corn crop in any crop year but before the end of the insurance period for such year, the contract shall terminate at the end of such insurance period.

(f) The insured shall be deemed to have disappeared within the meaning of this subpart if he fails to file with the county office written notice of his new mailing address within 180 calendar days after any communication by or on behalf of the Corporation is returned undeliverable at the last known address of the insured.

§ 416.9 *Fiduciaries.* Any indemnity payable under a contract entered into in the name of a fiduciary who is no longer acting in such capacity at the time for the payment of indemnity will be made to the succeeding fiduciary upon appropriate application and proof satisfactory to the Corporation of his incumbency. If there is no succeeding fiduciary, payment of the indemnity shall be made to the persons beneficially entitled under this subpart to the insured interest in the crop, to the extent of their respective interests, upon proper application and proof of the facts: *Provided, however,* That the settlement may be made with any one or more of the persons in behalf of all the persons so entitled, whether or not the person to whom payment is made has been authorized by the other interested persons to receive such payment.

§ 416.10 *Assignment or transfer of claims for refunds of excess note payments not permitted.* No claim for a refund of an excess note payment or any part thereof, or any interest therein, shall be assignable or transferable, notwithstanding any assignment of the contract or any transfer of interest in any corn crop covered by the contract. Refund of any excess note payment will be made only to the person who made such payment, except as provided in § 416.11.

§ 416.11 *Refund of excess note payments in case of death, incompetence, or disappearance.* In any case where a person who is entitled to a refund of an excess note payment has died, has been judicially declared incompetent, or has disappeared, the provisions of § 416.8 with reference to the payment of indemnities in any such case shall be applicable with respect to the making of any such refund.

§ 416.12 *Creditors.* An interest (including an involuntary transfer) in an insured corn crop because of the existence of a debt, lien, mortgage, garnishment, levy, execution, bankruptcy, or other process shall not entitle any holder of any such interest to any benefits under the contract.

§ 416.13 *Rounding of fractional units.* The total coverage shall be rounded to the nearest bushel for commodity coverage insurance and to the nearest cent for monetary coverage insurance. In any case, the premium and the value of production shall be rounded to the nearest cent and the total production shall be rounded to the nearest bushel. Fractions of acres shall be rounded to tenths of acres. Computations shall be carried one digit beyond the digit that is to be rounded. If the last digit is 1, 2, 3, or 4, the rounding shall be downward. If the last digit is 5, 6, 7, 8, or 9, the rounding shall be upward.

§ 416.14 *The commodity coverage policy.* The provisions of the commodity coverage policy are as follows:

In consideration of the representations and provisions in the application upon which this policy is issued, which application is made a part of the contract, and subject to

the terms and conditions set forth or referred to herein, the Federal Crop Insurance Corporation (hereinafter designated as the Corporation) does hereby insure

---

(Name)

(Policy number)

(Address)

(County)

(State)

(hereinafter designated as the insured) against loss of production on his corn crop while in the field, due to unavoidable causes including drought, flood, hail, wind, frost, freeze, lightning, fire, excessive rain, snow, wildlife, hurricane, tornado, insect infestation, plant disease, and such other unavoidable causes as may be determined by the Board of Directors of the Corporation. In witness whereof, the Federal Crop Insurance Corporation has caused this policy to be issued this ____ day of _____ ____, 19__.

FEDERAL CROP INSURANCE CORPORATION,

By _____,
State Crop Insurance Director.

TERMS AND CONDITIONS

1. *Kind of corn insured.* The corn to be insured shall be corn planted for harvest as grain and shall include only corn which is normally regarded as field corn. The contract shall not provide insurance for true type silage corn or thick-planted corn for silage or fodder purposes, sweet corn, popcorn, broom corn, corn planted for the development of hybrid seed corn, or any type of corn other than that normally regarded as field corn.

2. *Insurable acreage.* For each crop year of the contract, any acreage is insurable only if a coverage therefor is shown on the county actuarial table (including maps and related forms) by not later than April 30 preceding that crop year.

3. *Responsibility of insured to report acreage and interest.* (a) Promptly after planting the corn crop each year, the insured shall submit to the Corporation, on a form entitled "Corn Crop Insurance Acreage Report," a report over his signature of all acreage in the county planted to corn in which he has an interest at the time of planting. This report shall show the acreage of corn for each insurance unit and his interest in each at the time of planting. If the insured does not have an insurable interest in corn planted in any year, the acreage report shall nevertheless be submitted promptly after the planting of corn is generally completed in the county. Any acreage report submitted by the insured shall be considered final and not subject to change by the insured.

(b) The Corporation may elect to determine that the insured acreage is "zero" if the insured fails to file an acreage report within 30 days after planting of corn is generally completed in the county, as determined by the Corporation.

(c) Failure of the county office to request submission of such report or to send a personal representative to obtain the report shall not relieve the insured of the responsibility to make such report.

4. *Insured acreage.* The insured acreage with respect to each insurance unit shall be the acreage of corn planted as reported by the insured or as determined by the Corporation, whichever the Corporation shall elect, except that insurance shall not attach with respect to (a) any acreage planted to corn which is destroyed or substantially destroyed (as defined in section 15(a)) and on which it is practical to replant to corn, as determined by the Corporation, and such acreage is not replanted to corn, or (b) and acreage initially planted to corn too late to expect a normal crop to be produced, as determined by the Corporation.

5. *Insured interest.* The insured interest in the corn crop covered by the contract shall be the interest of the insured at the time of planting as reported by the insured or as determined by the Corporation, whichever the Corporation shall elect. For the purpose of determining the amount of loss the insured interest shall not exceed the insured's actual interest at the time of loss or the beginning of harvest whichever occurs first.

6. *Coverage per acre.* The coverage per acre shall be the applicable number of bushels of corn established for the area in which the insured acreage is located, and shall be shown on the county actuarial table on file in the county office. The coverage per acre is progressive depending upon whether the acreage is (a) released and planted to a substitute crop, (b) not harvested and not seeded to a substitute crop, or released and fed to livestock in the field, or (c) harvested or to be harvested.

7. *Fixed price for valuing amount of loss.* For such crop year of the contract the amount of any indemnity shall be determined by multiplying the number of bushels of corn approved as the amount of loss for the insured by the fixed price per bushel for such year. The fixed price per bushel for the 1949 crop year shall be the applicable 1948 county corn loan rate per bushel established by the United States Department of Agriculture. For any subsequent crop year, notice of any change in the fixed price from the prior crop year shall be mailed by the Corporation to the insured not later than March 15 preceding the crop year for which the new price applies. Each year the fixed price shall be on file in the county office.

8. *Insurance period.* Insurance with respect to any insured acreage shall attach at the time the corn is planted. Insurance shall cease with respect to any portion of the corn crop covered by the contract upon harvesting or removal from the field, and with respect to any insurance unit upon submission of a claim for indemnity, but in no event shall the insurance remain in effect later than December 10 of each year, unless such time is extended in writing by the Corporation.

9. *Life of contract, cancelation thereof.* (a) Subject to the provisions of paragraph (d) of this section, the contract shall be in effect with respect to the first crop year following the submission of the application and shall continue in effect for each succeeding crop year until canceled by either the insured or the Corporation. Cancelation for any year may be made by either party giving written notice to the other party on or before March 31 of the year for which cancelation is to become effective. Any notice of concelation given by the insured to the Corporation shall be submitted in writing to the county office.

(b) If the insured cancels the contract he shall not be eligible for corn crop insurance in the county for the next succeeding crop year unless he subsequently files an application for insurance on or before March 31 preceding such year.

(c) If for two consecutive crop years no corn in which the insured has an insurable interest is planted in the county, the contract shall terminate.

(d) If the minimum participation requirement as established by the Corporation is not met for any year the contract shall continue in force only to the end of the crop year for which such requirement is not met, except that if the minimum participation requirement is met on or before the next succeeding April 30, the contract shall continue to be in force.

10. *Changes in contract.* The Corporation reserves the right to change the premium rate(s), insurance coverage(s) and other terms and provisions of the contract from year to year. Notice of such changes shall be mailed to the insured on or before March 15 preceding the crop year for which such changes are to become effective. Failure of the insured to cancel the contract as provided in section 9 shall constitute his acceptance of any such changes. If no notice is mailed to the insured, the terms and provisions of the contract for the prior year shall continue in force.

11. *Causes of loss not insured against.* The contract shall not cover loss of production caused by: (a) failure to follow recognized good farming practices; (b) poor farming practices, including but not limited to the use of defective or unadapted seed, overplanting or underplanting, failure properly to prepare the land for planting or properly to plant, care for or harvest the insured crop (including unreasonable delay thereof); (c) following different fertilizer or farming practices than those considered in establishing the coverage per acre; (d) planting corn on land which is generally not considered capable of producing a corn crop comparable to that produced on the land considered in establishing the coverage per acre; (e) planting a variety of corn which differs materially in yield from the variety considered in establashing the coverage per acre; (f) planting corn under conditions of immediate hazard; (g) inability to obtain labor, seed, fertilizer, machinery, repairs or insect poison; (h) breakdown of machinery, or failure of equipment due to mechanical defects; (i) neglect or malfeasance of the insured or of any person in his household or employment or connected with the farm as tenant or wage hand; (j) domestic animals or poultry; (k) action of any person, or state, county, or municipal government in the use of chemicals for the controls of weeds; or (l) theft.

12. *Amount of annual premium.* The premium rate per acre will be the applicable number of dollars established by the Corporation for the coverage and rate area in which the insured acreage is located and will be shown on the county actuarial table on file in the county office. The annual premium for each insurance unit under the contract will be based upon (1) the insured acreage of corn, (2) the applicable premium rate(s), and (3) the insured interest in the crop at the time of planting. There will be a reduction in the annual premium for each insurance unit of two percent in cases where the insured acreage on the insurance unit is as much as 50 acres and does not exceed 99.9 acres, and an additional two percent reduction for each additional 50 acres or fraction thereof on the insurance unit. However, the total reduction shall not exceed 20 percent. The annual premium for the contract shall be the total of the premiums computed for the insured for all insurance units covered by the contract. The annual premium with respect to any insured acreage shall be regarded as earned when the corn crop on such acreage is planted.

13. *Manner of payment of premium.* (a) The applicant executes a premium note by signing the application for corn crop insurance. This note represents a promise to pay to the Corporation annually during the life of the contract, on or before August 15 (the maturity date) of each year, the premium for all insurance units covered by the contract during the current year.

(b) A discount of five percent shall be allowed on any earned annual premium which is paid in full on or before June 30 if the insured has submitted to the Corporation at the county office his corn acreage report promptly after planting but not later than June 30 of such crop year.

(c) Any premium note not paid at maturity shall bear interest computed not on a per annum basis but as follows: Three percent on the principal amount not paid on or before December 31 following the maturity date, and an additional three percent on the

principal amount owing at the end of each six-month period thereafter.

(d) Payment on any annual premium shall be made by means of cash or by check, money order, postal note, or bank draft payable to the order of the Treasurer of the United States. All checks and drafts will be accepted subject to collection and payments tendered shall not be regarded as paid unless collection is made.

(e) Any unpaid amount of any annual premium plus any interest due may be deducted (either before or after the date of maturity) from any indemnity payable by the Corporation, from the proceeds of any commodity loan to the insured, and from any payment made to the insured under the Soil Conservation and Domestic Allotment Act, as amended, or any other act of Congress or program administered by the United States Department of Agriculture. There shall be no refund of any annual premium overpayment of less than $1.00 unless written request for such refund is received by the Corporation within one year after the payment thereof.

14. *Notice of loss or damage.* (a) If a loss under the contract is probable, notice in writing (unless otherwise provided by the Corporation) shall be given the Corporation at the county office immediately after any material damage to the insured crop. The crop shall not be harvested (except as provided in Section 15 (b)), removed, or any other use made of it until it has been inspected by the Corporation.

(b) If, at the completion of harvesting of the insured corn crop, a loss under the contract has been sustained, notice in writing (unless otherwise provided by the Corporation) shall be given immediately to the Corporation at the county office. If such notice is not given within 15 days after harvest is completed, the Corporation reserves the right to reject any claim for indemnity. This notice is in addition to any notice required by paragraph (a) of this section.

15. *Released acreage and released crop.* (a) Any insured acreage on which the corn crop has been destroyed or substantially destroyed may be released by the Corporation for planting to a substitute crop or to be put to another use. The corn crop shall be deemed to have been substantially destroyed if the Corporation determines that it has been so badly damaged that farmers generally in the area, where the land is located and on whose farms similar damage occurred, would not further care for the crop or harvest any portion thereof. No insured acreage may be planted to a substitute crop or put to another use until the Corporation releases such acreage. On any acreage where the corn has been partially destroyed but not released by the Corporation, proper measures shall be taken to protect the crop from further damage. There shall be no abandonment of any crop or portion thereof to the Corporation.

(b) The corn crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested, except that such corn crop may be used for ensilage or fodder without a release by the Corporation provided the insured leaves a number of rows considered by the Corporation to be an adequate representative sample for appraising the yield.

16. *Time of loss.* Any loss shall be deemed to have occurred at the end of the insurance period, unless the entire corn crop on the insurance unit was destroyed or substantially destroyed earlier, in which event the loss shall be deemed to have occurred on the date of such damage, as determined by the Corporation.

17. *Proof of loss.* If a loss is claimed, the insured shall submit to the Corporation a form entitled "Statement in Proof of Loss," containing such information regarding the manner and extent of the loss as may be required by the Corporation. The statement in proof of loss shall be submitted not later than sixty days after the time of loss, unless the time for submitting the claim is extended in writing by the Corporation. It shall be a condition precedent to any liability under the contract that the insured establish the amount of any loss for which claim is made, and that such loss has been directly caused by one or more of the hazards insured against by the contract during the insurance period for the crop year for which the loss is claimed, and that the insured further establish that the loss has not arisen from or been caused by, either directly or indirectly, any of the causes of loss not insured against by the contract.

18. *Insurance unit.* Losses shall be determined separately for each insurance unit except as provided in section 19(b). An insurance unit consists of (a) all the insurable acreage of corn in the county in which the insured has 100 percent interest in the crop at the time of planting, or (b) all the insurable acreage of corn in the county owned by one person which is operated by the insured as a share tenant at the time of planting, or (c) all the insurable acreage of corn in the county which is owned by the insured and is rented to one share tenant at the time of planting. Land rented for cash or for a fixed commodity payment shall be considered as owned by the lessee. For any crop year of the contract acreage shall be considered to be located in the county if a coverage therefor is shown on the county actuarial table.

19. *Amount of loss.* (a) The amount of loss with respect to any insurance unit shall be determined by multiplying the planted acreage (exclusive of any acreage to which insurance did not attach) by the applicable coverage per acre and subtracting therefrom the total production for the planted acreage and multiplying the remainder by the insured interest. However, if the planted acreage on the insurance unit exceeds the insured acreage on the insurance unit, the amount of loss so determined shall be reduced on the basis of the ratio of the insured acreage to the planted acreage, or if the premium computed for the acreage and interest shown on the acreage report is less than the premium computed for the planted acreage, the amount of loss determined for the planted acreage may be reduced on the basis of the ratio of the premium computed for the acreage and interest shown on the acreage report to the premium computed for the planted acreage, if the Corporation so elects. The total production for an insurance unit shall include all production determined in accordance with the schedule below. The Corporation reserves the right to determine the amount of production on the basis of appraisal of unharvested corn standing in the field.

SCHEDULE

Acreage classification	*Total production in bushels*
1. Acreage of corn harvested (exclusive of any acreage shown in item 3 below).	1. Actual production of harvested corn plus appraised production of any corn left in the field after harvest.
2. Acreage of corn to be harvested.	2. The appraised production of unharvested corn at the time of submission of a statement in proof of loss or the appraised production of any corn remaining unharvested December 10.
3. Acreage on which corn has a value, as determined by the Corporation, of less than 50 percent of the local market value or 50 percent of the fixed price, whichever is the lesser.	3. A number of bushels of corn which the Corporation determines will result in indemnifying the insured for the amount that the production from any corn acreage lacks of having a value of 50 percent of the fixed price multiplied by a number of bushels of corn equal to the smaller of (i) the number of bushels of such production harvested, or (ii) the coverage for the insurance unit, minus all production of corn counted for other reasons.
4. Acreage of corn used for ensilage or fodder.	4. Appraised production.
5. Acreage of corn released by the Corporation and planted to a substitute crop.	5. That portion of the appraised production which is in excess of the coverage for such acreage.
6. Acreage of corn released for feeding to livestock in the field and any other acreage not harvested (and not to be harvested) and not planted to a substitute crop.	6. That portion of the appraised production which is in excess of the number of bushels determined by subtracting (i) the coverage for such acreage from (ii) the coverage for such acreage if it were harvested.
7. Acreage of corn put to another use without being released by the Corporation except corn used for ensilage or fodder as provided in Section 15 (b).	7. Appraised production but not less than the product of (i) such acreage and (ii) the coverage per acre for harvested acreage.
8. Acreage of corn with reduced yield due solely to any cause(s) not insured against.	8. Appraised number of bushels by which production has been reduced but not less than the product of (i) such acreage and (ii) the coverage per acre, minus any corn harvested.
9. Acreage of corn with reduced yield due partially to a cause(s) not insured against and partially to a cause(s) insured against.	9. Appraised number of bushels by which production has been reduced because of any cause(s) not insured against.

(b) If the production from two or more insurance units is commingled and the insured fails to establish and maintain records satisfactory to the Corporation of acreage or the production from each, the insurance with respect to such units may be voided by the Corporation for the crop year and the premium forfeited by the insured. However, if all the component parts are insured the total coverage for the component parts may be considered as the total coverage for the combination, if the Corporation so elects, in which case any loss for such combination shall be determined as outlined in paragraph (a) of this section. Where the insured fails to establish and maintain separate records, satisfactory to the Corporation, of uninsured acreage and production therefrom and for one or more insurance units or portions thereof, any production from such acreage which is commingled with production from the insured acreage shall be considered to

have been produced on the insured acreage, or the insurance with respect to such unit(s) under the contract may be voided by the Corporation for the crop year and the premium forfeited by the insured.

(c) The cash amount of the indemnity shall be determined by multiplying the amount of the loss in bushels by the fixed price.

20. *Payment of indemnity.* (a) Indemnities shall be paid only by check. The amount of indemnity for which the Corporation may be liable will be payable within thirty days after satisfactory proof of loss is approved by the Corporation, but if payment is delayed for any reason, the Corporation shall not be liable for interest or damages on account of such delay.

(b) Indemnities shall be subject to all provisions of the contract, including the right of the Corporation to deduct from any indemnity the unpaid amount of any earned premium plus any interest due or any other obligation of the insured to the Corporation.

(c) Any indemnity payable under a contract shall be paid to the insured or such other person as may be entitled to the benefits under the provisions of the contract, notwithstanding any attachment, garnishment, receivership, trustee process, judgment, levy, equity, or bankruptcy, directed against the insured or such other person, or against any indemnity alleged to be due to such person; nor shall the Corporation or any officer, employee, or representative thereof, be a proper party to any suit or action with reference to such indemnity, nor be bound by any judgment, order, or decree rendered or entered therein. Nothing herein contained shall excuse any person entitled to the benefits of the contract from full compliance with, or performance of, any lawful judgment, order, or decree with respect to the disposition of any sums paid thereunder as an indemnity.

(d) If a check issued in payment of an indemnity is returned undeliverable at the last known address of the payee, and if such payee or other person entitled to the indemnity makes no claim for payment within two years after the issuance of the check, such claim shall not thereafter be payable, except with the consent of the Corporation.

21. *Payment to transferee.* (a) If the insured transfers all or a part of his insured interest in a corn crop before the beginning of harvest or at the time of loss, whichever occurs first, he shall immediately notify the Corporation thereof in writing at the county office. The transferee under such a transfer will be entitled to the benefits of the contract with respect to the interest so transferred, provided the transferee immediately following the transfer makes suitable arrangements with the Corporation for the payment of any premium with respect to the interest so transferred, whereup on the transferee and the transferor shall be jointly and severally liable for the amount of such premium. Any transfer shall be subject to any collateral assignment made by the original insured in accordance with section 25. However, the Corporation shall not be liable for a greater amount of indemnity in connection with the insured crop than would have been paid if the transfer had not taken place.

(b) An involuntary transfer of an insured interest in a corn crop solely because of the existence of a debt, lien, mortgage, garnishment, levy, execution, bankruptcy, or other process shall not entitle any holder of any such interest to any benefits under the contract.

(c) Any deduction to be made from an indemnity payable to the transferee shall not exceed the annual premium plus any interest due on the land involved in the transfer for the crop year in which the transfer is made, plus the unpaid amount of any other obligation of the transferee to the Corporation.

(d) If, as a result of any transfer, diverse interests appear with respect to any insurance unit, any indemnity payable with respect to such unit may be paid jointly to all persons having the insured interest in the crop at the time harvest is commenced or the time of loss, whichever occurs first, or to one of such persons on behalf of all such persons, and payment in any such manner shall constitute a complete discharge of the Corporation's liability with respect to such unit under the contract.

(e) If a transfer is effected in accordance with paragraph (a) above, the contract of the transferor shall cover the interest so transferred only to the end of the insurance period for the crop year during which the transfer is made.

22. *Determination of person to whom indemnity shall be paid.* In any case where the insured has transferred his interest in all or a part of the corn crop on any insurance unit, or has ceased to act as a fiduciary, or has died, has been judicially declared incompetent or has disappeared, payment in accordance with the provisions of the contract will be made only after the facts have been established to the satisfaction of the Corporation. The determination of the Corporation as to the existence or nonexistence of a circumstance in the event of which payment may be made and of the person(s) to whom such payment will be made shall be final and conclusive. Payment of an indemnity under this section shall constitute a complete discharge of the Corporation's obligation with respect to the loss for which such indemnity is paid and settled and shall be a bar to recovery by any other person.

23. *Other insurance.* (a) If the insured has or acquires any other insurance against substantially all the risks that are insured against by the Corporation under the contract, regardless of whether such other insurance is valid or collectible, the liability of the Corporation shall not be greater than its share would be if the amount of its obligations were divided equally between the Corporation and such other insurer.

(b) In any case where an indemnity is paid to the insured by another Government agency because of damage to the corn crop, the Corporation reserves the right to determine its liability under the contract taking into consideration the amount paid by such other agency.

24. *Subrogation.* The Corporation may require from the insured an assignment of all rights of recovery against any person(s) for loss or damage to the extent that payment therefor is made by the Corporation, and the insured shall execute all papers required and shall do everything that may be necessary to secure such rights.

25. *Collateral assignment.* The original insured may assign his right to an indemnity under the contract by executing a form entitled "Collateral Assignment" and upon approval thereof by the Corporation the interest of the assignee will be recognized, including the right of the assignee to submit a "Statement in Proof of Loss" if the insured refuses to submit or disappears without having submitted such statement.

26. *Records and access to farm.* For the purpose of enabling the Corporation to determine any loss that may have occurred under the contract, the insured shall keep, or cause to be kept, for one year after the time of loss, records of the harvesting, storage, shipment, sale, or other disposition, of all corn produced on each insurance unit covered by the contract, and on any uninsured acreage in the county in which he has an interest. Such records shall be made available for examination by the Corporation, and as often as may be reasonably required, any person(s) designated by the Corporation shall have access to the farm(s).

27. *Voidance of contract.* The contract may be voided and the premium forfeited to the Corporation without the Corporation waiving any right or remedy, including its right to collect the amount of the note executed by the insured, whether before or after maturity, if (a) at any time the insured has concealed any material fact or made any false or fraudulent statements relating to the contract, the subject thereof, or his interests in the corn crop covered thereby, or (b) the insured shall neglect to use all reasonable means to produce, care for or save the corn crop covered thereby, whether before or after damage has occurred, or (c) the insured fails to give any notice, or otherwise fails to comply with the terms of the contract, including the note, at the time and in the manner prescribed.

28. *Modification of contract.* No notice to any representative of the Corporation or knowledge possessed by any such representative or by any other person shall be held to effect a waiver of or change in any part of the contract, or to estop the Corporation from asserting any right or power under such contract; nor shall the terms of such contract be waived or changed except as authorized in writing by a duly authorized officer or representative of the Corporation; nor shall any provision or condition of the contract or any forfeiture be held to be waived by any delay or omission by the Corporation in exercising its rights and powers thereunder or by any requirement, act, or proceeding on the part of the Corporation or of its representatives relating to appraisal or to any examination herein provided for.

29. *General.* (a) In addition to the terms and provisions in the application and policy, the Corn Crop Insurance Regulations for Continuous Contracts for the 1949 and Succeeding Crop Years (§§ 416.1 to 416.15) shall govern with respect to (1) death, incompetence, or disappearance of the insured, (2) fiduciaries, (3) prohibition against assignment or transfer of claims for refunds, (4) rounding of fractional units, (5) creditors, and (6) minimum participation requirements.

(b) Copies of the regulations and forms referred to in this policy are available at the county office.

30. *Meaning of terms.* For the purpose of the corn crop insurance program, the terms.

(a) "Contract" means the accepted application for insurance and this policy.

(b) "County Actuarial Table" means the form and related material (including the crop insurance maps) approved by the Corporation for listing the coverages per acre and the premium rates per acre applicable in the county.

(c) "County office" means the office of the county Agricultural Conservation Association in the county or other office specified by the Corporation.

(d) "Crop year" means the period from May 1 to December 10, inclusive, and for any year shall be designated by reference to the applicable calendar year.

(e) "Harvest" means picking the corn from the stalk either by hand or machine, or cutting the corn for fodder or ensilage.

(f) "Person" means an individual, partnership, association, corporation, estate, or trust, or other business enterprise or other legal entity and, wherever applicable, a state, political subdivision of a state, or any agency thereof.

(g) "Substitute crop" means any crop other than corn planted on released acreage for harvest in the same crop year.

(h) "Tenant" means a person who rents land from another person for a share of the corn crop or proceeds therefrom produced on such land.

§ 416.15 *The monetary coverage policy.* The provisions of the monetary coverage policy are as follows:

In consideration of the representations and provisions in the application upon which this policy is issued, which application is made a part of the contract, and subject to the terms and conditions set forth or re-

ferred to herein, the Federal Crop Insurance Corporation (hereinafter designated as the Corporation) does hereby insure

---
(Name)

(Policy number)

(Address)

(County)

(State)

(hereinafter designated as the insured) against loss on his corn crop while in the field, due to unavoidable causes including drought, flood, hail, wind, frost, freeze, lightning, fire, excessive rain, snow, wildlife, hurricane, tornado, insect infestation, plant disease, and such other unavoidable causes as may be determined by the Board of Directors of the Corporation. In witness whereof, the Federal Crop Insurance Corporation has caused this policy to be issued this ____ day of ----------, 19--.

FEDERAL CROP INSURANCE CORPORATION,

By ----------
State Crop Insurance Director.

TERMS AND CONDITIONS

1. *Kind of corn insured.* The corn to be insured shall be corn planted for harvest as grain and shall include only corn which is normally regarded as field corn. The contract shall not provide insurance for true type silage corn or thick-planted corn planted for silage or fodder purposes, sweet corn, popcorn, broom corn, corn planted for the development of hybrid seed corn, or any type of corn other than that normally regarded as field corn.

2. *Insurable acreage.* For each crop year of the contract, any acreage is insurable only if a coverage therefor is shown on the county actuarial table (including maps and related forms) by not later than April 30 preceding that crop year.

3. *Responsibility of insured to report acreage and interest.* (a) Promptly after planting the corn crop each year, the insured shall submit to the Corporation, on a form entitled "Corn Crop Insurance Acreage Report," a report over his signature of all acreage in the county planted to corn in which he has an interest at the time of planting. This report shall show the acreage of corn for each insurance unit and his interest in each at the time of planting. If the insured does not have an insurable interest in corn planted in any year, the acreage report shall nevertheless be submitted promptly after the planting of corn is generally completed in the county. Any acreage report submitted by the insured shall be considered final and not subject to change by the insured.

(b) The Corporation may elect to determine that the insured acreage is "zero" if the insured fails to file an acreage report within 30 days after planting of corn is generally completed in the county, as determined by the Corporation.

(c) Failure of the county office to request submission of such report or to send a personal representative to obtain the report shall not relieve the insured of the responsibility to make such report.

4. *Insured acreage.* The insured acreage with respect to each insurance unit shall be the acreage of corn planted as reported by the insured or as determined by the Corporation, whichever the Corporation shall elect, except that insurance shall not attach with respect to (a) any acreage planted to corn which is destroyed or substantially destroyed (as defined in section 15(a)) and on which it is practical to replant to corn, as determined by the Corporation, and such acreage is not replanted to corn, or (b) any acreage initially planted to corn too late to expect a normal crop to be produced, as determined by the Corporation.

5. *Insured interest.* The insured interest in the corn crop covered by the contract shall be the interest of the insured at the time of planting as reported by the insured or as determined by the Corporation, whichever the Corporation shall elect. For the purpose of determining the amount of loss the insured interest shall not exceed the insured's actual interest at the time of loss or the beginning of harvest whichever occurs first.

6. *Coverage per acre.* The coverage per acre shall be the applicable number of dollars established for the area in which the insured acreage is located, and shall be shown on the county actuarial table on file in the county office. The coverage per acre is progressive depending upon whether the acreage is (a) released and planted to a substitute crop, (b) not harvested and not seeded to a substitute crop, or released and fed to livestock in the field, or (c) harvested or to be harvested.

7. *Predetermined price for valuing production.* In determining any loss under the contract, production shall be evaluated on the basis of a predetermined price per bushel established annually by the Corporation, except that if the Corporation determines in any year that any of the insured's corn is not eligible for a Commodity Credit Corporation loan for that year and would not meet loan requirements if properly handled, such corn shall be evaluated at the highest price obtainable (but not in excess of the predetermined price) as determined by the Corporation. The predetermined price for the 1949 crop year shall be the 1948 loan rate established by the United States Department of Agriculture for the county. For any subsequent crop year, notice of any change in the predetermined price from the prior crop year shall be mailed by the Corporation to the insured not later than March 15 preceding the crop year for which it applies. Each year the predetermined price shall be on file in the county office.

8. *Insurance period.* Insurance with respect to any insured acreage shall attach at the time the corn is planted. Insurance shall cease with respect to any portion of the corn crop upon harvesting or removal from the field, and with respect to any insurance unit upon submission of a claim for indemnity, but in no event shall the insurance remain in effect later than December 10 of each year, unless such time is extended in writing by the Corporation.

9. *Life of contract, cancelation thereof.* (a) Subject to the provisions of paragraph (d) of this section, the contract shall be in effect with respect to the first crop year following the submission of the application and shall continue in effect for each succeeding crop year until canceled by either the insured or the Corporation. Cancelation for any year may be made by either party giving written notice to the other party on or before March 31 of the year for which cancelation is to become effective. Any notice of cancelation given by the insured to the Corporation shall be submitted in writing to the county office.

(b) If the insured cancels the contract he shall not be eligible for corn crop insurance in the county for the next succeeding crop year unless he subsequently files an application for insurance on or before March 31 preceding such year.

(c) If for two consecutive crop years no corn in which the insured has an insurable interest is planted in the county, the contract shall terminate.

(d) If the minimum participation requirement as established by the Corporation is not met for any year the contract shall continue in force only to the end of the crop year for which such requirement is not met, except that if the minimum participation requirement is met on or before the next succeeding April 30, the contract shall continue to be in force.

10. *Changes in contract.* The Corporation reserves the right to change the premium rate(s), insurance coverage(s) and other terms and provisions of the contract from year to year. Notice of such changes shall be mailed to the insured on or before March 15 preceding the crop year for which such changes are to become effective. Failure of the insured to cancel the contract is provided in section 9 shall constitute his acceptance of any such changes. If no notice is mailed to the insured, the terms and provisions of the contract for the prior year shall continue in force.

11. *Causes of loss not insured against.* The contract shall not cover loss of production caused by: (a) failure to follow recognized good farming practices; (b) poor farming practices, including but not limited to the use of defective or unadapted seed, overplanting or underplanting, failure properly to prepare the land for planting or properly to plant, care for or harvest the insured crop (including unreasonable delay thereof); (c) following different fertilizer or farming practices than those considered in establishing the coverage per acre; (d) planting corn on land which is generally not considered capable of producing a corn crop comparable to that produced on the land considered in establishing the coverage per acre; (e) planting a variety of corn which differs materially in yield from the variety considered in establishing the coverage per acre; (f) planting corn under conditions of immediate hazard; (g) inability to obtain labor, seed, fertilizer, machinery, repairs or insect poison; (h) breakdown of machinery, or failure of equipment due to mechanical defects; (i) neglect or malfeasance of the insured or of any person in his household or employment or connected with the farm as tenant or wage hand; (j) domestic animals or poultry; (k) action of any person, or state, county, or municipal government in the use of chemicals for the control of weeds; or (l) theft.

12. *Amount of annual premium.* The premium rate per acre will be the applicable number of dollars established by the Corporation for the coverage and rate area in which the insured acreage is located and will be shown on the county actuarial table on file in the county office. The annual premium for each insurance unit under the contract will be based upon (1) the insured acreage of corn, (2) the applicable premium rate(s), and (3) the insured interest in the crop at the time of planting. There will be a reduction in the annual premium for each insurance unit of two percent in cases where the insured acreage on the insurance unit is as much as 50 acres and does not exceed 99.9 acres, and an additional two percent reduction for each additional 50 acres or fraction thereof on the insurance unit. However, the total reduction shall not exceed 20 percent. The annual premium for the contract shall be the total of the premiums computed for the insured for all insurance units covered by the contract. The annual premium with respect to any insured acreage shall be regarded as earned when the corn crop on such acreage is planted.

13. *Manner of payment of premium.* (a) The applicant executes a premium note by signing the application for corn crop insurance. This note represents a promise to pay to the Corporation annually during the life of the contract, on or before August 15 (the maturity date) of each year, the premium for all insurance units covered by the contract during the current year.

(b) A discount of five percent shall be allowed on any earned annual premium which is paid in full on or before June 30 if the insured has submitted to the Corporation at the county office his corn acreage report promptly after planting but not later than June 30 of such crop year.

(c) Any premium note not paid at maturity shall bear interest computed not on a per annum basis but as follows: Three per-

cent on the principal amount not paid on or before December 31 following the maturity date, and an additional three percent on the principal amount owing at the end of each six-month period thereafter.

(d) Payment on any annual premium shall be made by means of cash or by check, money order, postal note, or bank draft payable to the order of the Treasurer of the United States. All checks and drafts will be accepted subject to collection and payments tendered shall not be regarded as paid unless collection is made.

(e) Any unpaid amount of any annual premium plus any interest due may be deducted (either before or after the date of maturity) from any indemnity payable by the Corporation, from the proceeds of any commodity loan to the insured, and from any payments made to the insured under the Soil Conservation and Domestic Allotment Act, as amended, or any other act of Congress or program administered by the United States Department of Agriculture. There shall be no refund of any annual premium overpayment of less than $1.00 unless written request for such refund is received by the Corporation within one year after the payment thereof.

14. *Notice of loss or damage.* (a) If a loss under the contract is probable, notice in writing (unless otherwise provided by the Corporation) shall be given the Corporation at the county office immediately after any material damage to the insured crop. The crop shall not be harvested, (except as provided in section 15 (b)) removed, or any other use made of it until it has been inspected by the Corporation.

(b) If, at the completion of harvesting of the insured corn crop, a loss under the contract has been sustained, notice in writing (unless otherwise provided by the Corporation) shall be given immediately to the Corporation at the county office. If such notice is not given within 15 days after harvest is completed, the Corporation reserves the right to reject any claim for indemnity. This notice is in addition to any notice required by paragraph (a) of this section.

15. *Released acreage and released crop.* (a) Any insured acreage on which the corn crop has been destroyed or substantially destroyed may be released by the Corporation for planting to a substitute crop or to be put to another use. The corn crop shall be deemed to have been substantially destroyed if the Corporation determines that it has been so badly damaged that farmers generally in the area, where the land is located and on whose farms similar damage occurred, would not further care for the crop or harvest any portion thereof. No insured acreage may be planted to a substitute crop or put to another use until the Corporation releases such acreage. On any acreage where the corn has been partially destroyed but not released by the Corporation, proper measures shall be taken to protect the crop from further damage. There shall be no abandonment of any crop or portion thereof to the Corporation.

(b) The corn crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested, except that such corn crop may be used for ensilage or fodder without a release by the Corporation provided the insured leaves a number of rows considered by the Corporation to be an adequate representative sample for appraising the yield.

16. *Time of loss.* Any loss shall be deemed to have occurred at the end of the insurance period, unless the entire corn crop on the insurance unit was destroyed or substantially destroyed earlier, in which event the loss shall be deemed to have occurred on the date of such damage, as determined by the Corporation.

17. *Proof of loss.* If a loss is claimed, the insured shall submit to the Corporation a form entitled "Statement in Proof of Loss," containing such information regarding the manner and extent of the loss as may be required by the Corporation. The statement in proof of loss shall be submitted not later than sixty days after the time of loss, unless the time for submitting the claim is extended in writing by the Corporation. It shall be a condition precedent to any liability under the contract that the insured establish the amount of any loss for which claim is made, and that such loss has been directly caused by one or more of the hazards insured against by the contract during the insurance period for the crop year for which the loss is claimed, and that the insured further establish that the loss has not arisen from or been caused by, either directly or indirectly, any of the causes of loss not insured against by the contract.

18. *Insurance unit.* Losses shall be determined separately for each insurance unit except as provided in section 19 (b). An insurance unit consists of (a) all the insurable acreage of corn in the county in which the insured has 100 percent interest in the crop at the time of planting, or (b) all the insurable acreage of corn in the county owned by one person which is operated by the insured as a share tenant at the time of planting, or (c) all the insurable acreage of corn in the county which is owned by the insured and is rented to one share tenant at the time of planting. Land rented for cash or for a fixed commodity payment shall be considered as owned by the lessee. For any crop year of the contract acreage shall be considered to be located in the county if a coverage therefor is shown on the county actuarial table.

19. *Amount of loss.* (a) The amount of loss with respect to any insurance unit shall be determined by multiplying the planted acreage (exclusive of any acreage to which insurance did not attach) by the applicable coverage per acre and subtracting therefrom the value (determined in accordance with section 7) of the total production for the planted acreage and multiplying the remainder by the insured interest. However, if the planted acreage on the insurance unit exceeds the insured acreage on the insurance unit, the amount of loss so determined shall be reduced on the basis of the ratio of the insured acreage to the planted acreage, or if the premium computed for the acreage and interest shown on the acreage report is less than the premium computed for the planted acreage, the amount of loss determined for the planted acreage may be reduced on the basis of the ratio of the premium computed for the acreage and interest shown on the acreage report to the premium computed for the planted acreage, if the Corporation so elects. The total production for an insurance unit shall include all production determined in accordance with the schedule below. The Corporation reserves the right to determine the amount of production on the basis of appraisal of unharvested corn standing in the field.

SCHEDULE

Acreage classification	*Total production in bushels*
1. Acreage of corn harvested.	1. Actual production of harvested corn plus appraised production of any corn left in the field after harvest.
2. Acreage of corn to be harvested.	2. The appraised production of unharvested corn at the time of submission of a statement in proof of loss or the appraised production of any corn remaining unharvested on December 10.
3. Acreage of corn used for ensilage or fodder.	3. Appraised production.
4. Acreage of corn released by the Corporation and planted to a substitute crop.	4. That portion of the appraised production which is in excess of the number of bushels determined by dividing (i) the amount of coverage for such acreage by (ii) the predetermined price.
5. Acreage of corn released for feeding to livestock in the field and any other acreage not harvested (and not to be harvested) and not planted to a substitute crop.	5. That portion of the appraised production which is in excess of the number of bushels determined by (i) subtracting the coverage for such acreage from what the coverage for such acreage would be if it were harvested and (ii) dividing the result thus obtained by the predetermined price.
6. Acreage of corn put to another use without being released by the Corporation, except corn used for ensilage or fodder, as provided in section 15 (b).	6. Appraised production but not less than the product of (i) such acreage and (ii) the coverage per acre (for harvested acreage) divided by the predetermined price.
7. Acreage of corn with reduced yield due solely to any cause(s) not insured against.	7. Appraised number of bushels by which production has been reduced but not less than the product of (i) such acreage and (ii) the coverage per acre (for harvested acreage) divided by the predetermined price, minus any corn harvested.
8. Acreage of corn with reduced yield due partially to a cause(s) not insured against and partially to a cause(s) insured against.	8. Appraised number of bushels by which production has been reduced because of any cause(s) not insured against.

(b) If the production from two or more insurance units is commingled and the insured fails to establish and maintain records satisfactory to the Corporation of acreage or the production from each, the insurance with respect to such units may be voided by the Corporation for the crop year and the premium forfeited by the insured. However, if all the component parts are insured the total coverage for the component parts may be considered as the total coverage for the combination, if the Corporation so elects, in which case any loss for such combination shall be determined as outlined in paragraph (a) of this section. Where the insured fails to establish and maintain separate records, satisfactory to the Corporation, of uninsured acreage and production therefrom and for one or more insurance units or portions thereof, any production from such acreage which is commingled with production from the insured acreage shall be considered to have been produced on the insured acreage, or the insurance with respect to such unit(s) under the contract may be voided by the Corporation for the crop year and the premium forfeited by the insured.

20. *Payment of indemnity.* (a) Indemnities shall be paid only by check. The amount of indemnity for which the Corporation may

be liable will be payable within thirty days after satisfactory proof of loss is approved by the Corporation, but if payment is delayed for any reason, the Corporation shall not be liable for interest or damages on account of such delay.

(b) Indemnities shall be subject to all provisions of the contract, including the right of the Corporation to deduct from any indemnity the unpaid amount of any earned premium plus any interest due or any other obligation of the insured to the Corporation.

(c) Any indemnity payable under a contract shall be paid to the insured or such other person as may be entitled to the benefits under the provisions of the contract, notwithstanding any attachment, garnishment, receivership, trustee process, judgment, levy, equity, or bankruptcy, directed against the insured or such other person, or against any indemnity alleged to be due to such person; nor shall the Corporation or any officer, employee, or representative thereof, be a proper party to any suit or action with reference to such indemnity, nor be bound by any judgment, order, or decree rendered or entered therein. Nothing herein contained shall excuse any person entitled to the benefits of the contract from full compliance with, or performance of, any lawful judgment, order, or decree with respect to the disposition of any sums paid thereunder as an indemnity.

(d) If a check issued in payment of an indemnity is returned undeliverable at the last known address of the payee, and if such payee or other person entitled to the indemnity makes no claim for payment within two years after the issuance of the check, such claim shall not thereafter be payable, except with the consent of the Corporation.

21. *Payment to transferee.* (a) If the insured transfers all or a part of his insured interest in a corn crop before the beginning of harvest or the time of loss, whichever occurs first, he shall immediately notify the Corporation thereof in writing at the county office. The transferee under such a transfer will be entitled to the benefits of the contract with respect to the interest so transferred, provided the transferee immediately following the transfer makes suitable arrangements with the Corporation for the payment of any premium with respect to the interest so transferred, whereupon the transferee and the transferor shall be jointly and severally liable for the amount of such premium. Any transfer shall be subject to any collateral assignment made by the original insured in accordance with section 25. However, the Corporation shall not be liable for a greater amount of indemnity in connection with the insured crop than would have been paid if the transfer had not taken place.

(b) An involuntary transfer of an insured interest in a corn crop solely because of the existence of a debt, lien, mortgage, garnishment, levy, execution, bankruptcy, or other process shall not entitle any holder of any such interest to any benefits under the contract.

(c) Any deduction to be made from an indemnity payable to the transferee shall not exceed the annual premium plus any interest due on the land involved in the transfer for the crop year in which the transfer is made, plus the unpaid amount of any other obligation of the transferee to the Corporation.

(d) If, as a result of any transfer, diverse interests appear with respect to any insurance unit, any indemnity payable with respect to such unit may be paid jointly to all persons having the insured interest in the crop at the time harvest is commenced or the time of loss, whichever occurs first, or to one of such persons on behalf of all such persons, and payment in any such manner shall constitute a complete discharge of the Corporation's liability with respect to such unit under the contract.

(e) If a transfer is effected in accordance with paragraph (a) above, the contract of the transferor shall cover the interest so transferred only to the end of the insurance period for the crop year during which the transfer is made.

22. *Determination of person to whom indemnity shall be paid.* In any case where the insured has transferred his interest in all or a part of the corn crop on any insurance unit, or has ceased to act as a fiduciary, or has died, has been judicially declared incompetent or has disappeared, payment in accordance with the provisions of the contract will be made only after the facts have been established to the satisfaction of the Corporation. The determination of the Corporation as to the existence or nonexistence of a circumstance in the event of which payment may be made and of the person(s) to whom such payment will be made shall be final and conclusive. Payment of an indemnity under this section shall constitute a complete discharge of the Corporation's obligation with respect to the loss for which such indemnity is paid and settled and shall be a bar to recovery by any other person.

23. *Other insurance.* (a) If the insured has or acquires any other insurance against substantially all the risks that are insured against by the Corporation under the contract, regardless of whether such other insurance is valid or collectible, the liability of the Corporation shall not be greater than its share would be if the amount of its obligations were divided equally between the Corporation and such other insurer.

(b) In any case where an indemnity is paid to the insured by another Government agency because of damage to the corn crop, the Corporation reserves the right to determine its liability under the contract taking into consideration the amount paid by such other agency.

24. *Subrogation.* The Corporation may require from the insured an assignment of all rights of recovery against any person(s) for loss or damage to the extent that payment therefor is made by the Corporation, and the insured shall execute all papers required and shall do everything that may be necessary to secure such rights.

25. *Collateral assignment.* The original insured may assign his right to an indemnity under the contract by executing a form entitled "Collateral Assignment" and upon approval thereof by the Corporation the interest of the assignee will be recognized, including the right of the assignee to submit a form entitled "Statement in Proof of Loss" if the insured refuses to submit or disappears without having submitted such form.

26. *Records and access to farm.* For the purpose of enabling the Corporation to determine any loss that may have occurred under the contract, the insured shall keep, or cause to be kept, for one year after the time of loss, records of the harvesting, storage, shipment, sale, or other disposition, of all corn produced on each insurance unit covered by the contract, and on any uninsured acreage in the county in which he has an interest. Such records shall be made available for examination by the Corporation, and as often as may be reasonably required, any person(s) designated by the Corporation shall have access to the farm(s).

27. *Voidance of contract.* The contract may be voided and the premium forfeited to the Corporation without the Corporation waiving any right or remedy, including its right to collect the amount of the note executed by the insured, whether before or after maturity, if (a) at any time the insured has concealed any material fact or made any false or fraudulent statements relating to the contract, the subject thereof, or his interest in the corn crop covered thereby, or (b) the insured shall neglect to use all reasonable means to produce, care for or save the corn crop covered thereby, whether before or after damage has occurred, or (c) the insured fails to give any notice, or otherwise fails to comply with the terms of the contract, including the note, at the time and in the manner prescribed.

28. *Modification of contract.* No notice to any representative of the Corporation or the knowledge possessed by any such representative or by any other person shall be held to effect a waiver of or change in any part of the contract, or to estop the Corporation from asserting any right or power under such contract, nor shall the terms of such contract be waived or changed except as authorized in writing by a duly authorized officer or representative of the Corporation; nor shall any provision or condition of the contract or any forfeiture be held to be waived by any delay or omission by the Corporation in exercising its rights and powers thereunder or by any requirement, act, or proceeding on the part of the Corporation or of its representatives relating to appraisal or to any examination herein provided for.

29. *General.* (a) In addition to the terms and provisions in the application and policy, the Corn Crop Insurance Regulations for Continuous Contracts for the 1949 and Succeeding Crop Years (§§ 416.1 to 416.15) shall govern with respect to (1) death, incompetence, or disappearance of the insured, (2) fiduciaries, (3) prohibition against assignment or transfer of claims for refunds, (4) rounding of fractional units, (5) creditors, and (6) minimum participation requirements.

(b) Copies of the regulations and forms referred to in this policy are available at the county office.

30. *Meaning of terms.* For the purpose of the corn crop insurance program, the terms:

(a) "Contract" means the accepted application for insurance and this policy.

(b) "County Actuarial Table" means the form and related material (including the crop insurance maps) approved by the Corporation for listing the coverages per acre and the premium rates per acre applicable in the county.

(c) "County office" means the office of the county Agricultural Conservation Association in the county or other office specified by the Corporation.

(d) "Crop year" means the period from May 1 to December 10, inclusive, and for any year shall be designated by reference to the applicable calendar year.

(e) "Harvest" means picking the corn from the stalk either by hand or machine or cutting the corn for fodder or ensilage.

(f) "Person" means individual, partnership, association, corporation, estate, or trust or other business enterprise or other legal entity, and, wherever applicable, a state, a political subdivision of a state, or any agency thereof.

(g) "Substitute crop" means any crop other than corn planted on released acreage for harvest in the same crop year.

(h) "Tenant" means a person who rents land from another person for a share of the corn crop or proceeds therefrom produced on such land.

NOTE: The record keeping requirements of these regulations have been approved by, and subsequent requirements will be subject to the approval of, the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Adopted by the Board of Directors on October 26, 1948.

[SEAL] E. D. BERKAW,
Secretary,
Federal Crop Insurance Corporation.

Approved: October 28, 1948.

A. J. LOVELAND,
Acting Secretary of Agriculture.

[F. R. Doc. 48-9652; Filed, Nov. 2, 1948; 8:52 a. m.]

[Amdt. 2]

PART 418—WHEAT CROP INSURANCE

SUBPART—REGULATIONS FOR CONTINUOUS CONTRACTS COVERING 1949 AND SUCCEEDING CROP YEARS

Section 418.154 of the regulations for continuous contracts covering 1949 and succeeding crop years, as amended (13 F. R. 2607, 5146), is hereby amended to read as follows:

§ 418.154 *Application for insurance.* (a) Application for insurance on a form entitled "Application for Wheat Crop Insurance" may be made by any person to cover his interest as landlord, owner-operator, or tenant, in a wheat crop. For any crop year applications shall be submitted to the county office on or before the following applicable closing date preceding such crop year except as provided in paragraphs (b) and (c) of this section:

State and county: [1]	Date
California	September 15.
Colorado	August 31.
Idaho	September 15.
Illinois	September 15.
Indiana	September 15.
Kansas	August 31.
Maryland	September 15.
Michigan	September 15.
Minnesota	March 15.
Missouri	September 15.
Montana:	
Chouteau	August 31.
Fergus	August 31.
Hill	August 31.
Judith Basin	August 31.
Liberty	August 31.
Pondera	August 31.
Daniels	March 15.
McCone	March 15.
Roosevelt	March 15.
Sheridan	March 15.
Valley	March 15.
Nebraska	August 31.
New Mexico	August 31.
New York	September 15.
North Dakota	March 15.
Ohio	September 15.
Oklahoma	August 31.
Oregon	September 15.
Pennsylvania	September 15.
South Dakota:	
Meade	August 31.
Tripp	August 31.
All other counties	March 15.
Texas	August 31.
Utah	September 15.
Washington	September 15.
Wyoming	August 31.

[1] If no county name(s) appears for a state, the closing date shown for such state is applicable to all counties designated for that state.

(b) Applications in the following counties may be filed during the period September 1, 1948, to March 15, 1949, inclusive, for insurance covering wheat to be harvested in 1949 and succeeding crop years if the applicant executes and files with his application a Form FCI–2, "Agreement," which provides that winter wheat seeded for harvest in 1949 shall not be covered by the contract:

State and County

Montana, Hill, Liberty.
South Dakota, Meade, Tripp.

(c) Applications for insurance in the 1949 and succeeding crop years may be filed after the closing dates set forth above as they apply to the 1949 crop year if the applicant executes and files with his application a Form FCI–2, "Agreement," which provides that the wheat seeded for harvest in 1949 shall not be covered by the contract.

(53 Stat. 73–75, 77, 61 Stat. 718; 7 U. S. C., 1506 (e), 1507 (c), 1508, 1509, 1516 (b))

Adopted by the Board of Directors on October 26, 1948.

[SEAL] E. D. BERKAW,
Secretary,
Federal Crop Insurance Corporation.

Approved: October 28, 1948.

A. J. LOVELAND,
Acting Secretary of Agriculture.

[F. R. Doc. 48–9654; Filed, Nov. 2, 1948; 8:58 a. m.]

[Amdt. 1]

PART 419—COTTON CROP INSURANCE

SUBPART—REGULATIONS FOR CONTINUOUS CONTRACTS FOR THE 1949 AND SUCCEEDING CROP YEARS

The cotton crop insurance regulations for continuous contracts for the 1949 and succeeding crop years (13 F. R. 5261) are hereby amended as follows:

1. Section 419.16 is amended by adding to section 13 of the commodity coverage policy paragraph (e) as follows:

(e) In Madison and Limestone Counties, Alabama; Cleveland and Mecklenburg Counties, North Carolina; Anderson County, South Carolina; and Bell, Collin, Ellis, Fannin, Lubbock, McLennan, and Williamson Counties, Texas, a discount of 5 percent shall be allowed on any annual premium which is paid in full on or before the final date for that crop year for filing applications for cotton crop insurance in the county. The amount of premium on which the discount will be allowed shall be based upon a report submitted by the insured of the cotton acreage in the county in which he expects to have an interest and his interest therein.

2. Section 419.17 is amended by adding to section 13 of the monetary coverage policy paragraph (e) as follows:

(e) In Madison and Limestone Counties, Alabama; Cleveland and Mecklenburg Counties, North Carolina; Anderson County, South Carolina; and Bell, Collin, Ellis, Fannin, Lubbock, McLennan, and Williamson Counties, Texas, a discount of 5 percent shall be allowed on any annual premium which is paid in full on or before the final date for that crop year for filing applications for cotton crop insurance in the county. The amount of premium on which the discount will be allowed shall be based upon a report submitted by the insured of the cotton acreage in the county in which he expects to have an interest and his interest therein.

3. Section 419.17 is amended to change that portion of paragraph (a), section 19 of the monetary coverage policy which precedes Item (1) to read as follows:

19. *Amount of loss.* (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the planted acreage for such unit (exclusive of any acreage to which insurance did not attach) by the applicable coverage per acre, (2) subtracting therefrom the number of dollars ascertained by multiplying the total production for the planted acreage by the predetermined price, and (3) multiplying the remainder by the insured interest in such unit. However, if the planted acreage on the insurance unit exceeds the insured acreage on the insurance unit, the amount of loss so determined shall be reduced on the basis of the ratio of the insured acreage to the planted acreage, or if the premium computed for the acreage and interest shown on the acreage report is less than the premium computed for the planted acreage the amount of loss determined for the planted acreage may be reduced on the basis of the ratio of the premium computed for the acreage and interest shown on the acreage report to the premium computed for the planted acreage, if the Corporation so elects. The total production for an insurance unit shall include:

(506 (e), 507 (c), 508, 509, and 516 (b), 52 Stat. 73–75, 77, 61 Stat. 718; 7 U. S. C. 1506 (e), 1507 (c), 1508, 1509, 1516 (b))

Adopted by the Board of Directors on October 26, 1948.

[SEAL] E. D. BERKAW,
Secretary,
Federal Crop Insurance Corporation.

Approved: October 28, 1948.

A. J. LOVELAND,
Acting Secretary of Agriculture.

[F. R. Doc. 48–9653; Filed, Nov. 2, 1948; 8:52 a. m.]

Chapter IX—Production and Marketing Administration (Marketing Agreements and Orders)

PART 993—ORANGES, GRAPEFRUIT, AND TANGERINES GROWN IN FLORIDA

DETERMINATION RELATIVE TO BUDGET OF EXPENSES AND FIXING OF RATE OF ASSESSMENT FOR 1948-1949 FISCAL PERIOD

On October 7, 1948, notice of proposed rule making was published in the FEDERAL REGISTER (13 F. R. 5862) regarding the budget of expenses and the fixing of the rate of assessment for the 1948–1949 fiscal period under Marketing Agreement No. 84, as amended, and Order No. 33, as amended (7 CFR and Supps., 933.1 et seq.), regulating the handling of oranges, grapefruit, and tangerines grown in the State of Florida. This regulatory program is effective pursuant to the Agricultural Marketing Agreement Act of 1937, as amended. After consideration of all relevant matters presented, including the proposals set forth in the aforesaid notice, which were submitted by the Growers Administrative Committee (established pursuant to the amended marketing agreement and order), it is hereby found and determined that:

§ 933.202 *Budget of expenses and rate of assessment for the 1948–1949 fiscal period.* (a) The expenses necessary to be incurred by the Growers Administrative Committee established pursuant to the provisions of the aforesaid amended marketing agreement and order, for the maintenance and functioning, during the fiscal period beginning August 1, 1948, and ending July 31, 1949, both dates inclusive, of the Growers Administrative Committee and the Shippers Advisory Committee, established under the afore-

said amended marketing agreement and order, will amount to $108,000, and the rate of assessment to be paid by each handler shall be three mills ($0.003) per standard packed box of fruit shipped by such handler during the said fiscal period; and such rate of assessment is hereby approved as each handler's pro rata share of the aforesaid expenses.

(b) It is hereby further found and determined that it is impracticable and contrary to the public interest to postpone the approval of the aforesaid rate of assessment until 30 days after publication thereof in the FEDERAL REGISTER (60 Stat. 237; Pub. Law 404, 79th Cong., 2d Sess.) in that: (1) the rate of assessment is applicable, pursuant to the amended marketing agreement and order, to all shipments of oranges, grapefruit, and tangerines made during the fiscal period beginning August 1, 1948, and ending July 31, 1949, both dates inclusive; (2) the expenses of operating this regulatory program since August 1, 1948, have been paid, in accordance with the applicable provisions of the amended marketing agreement and order, with funds representing advance credits on handlers' accounts against the operations of the 1948–1949 fiscal period; (3) all funds representing such advance credits have already been expended; (4) in order for the regulatory assessment to be collected, it is essential that the assessment rate be approved immediately so as to enable the Growers Administrative Committee and the Shippers Advisory Committee to perform their respective duties and functions under the aforesaid amended marketing agreement and order; and (5) a reasonable time is permitted, under the circumstances, for preparation for such effective date.

(c) As used in this section, the terms "standard packed box," "handler," "shipped," and "fruit" shall have the same meaning as is given to each such term in said amended marketing agreement and order. (48 Stat. 31, as amended; 7 U. S. C. 601 et seq.; 7 CFR and Supps., 933.1 et seq.)

Done at Washington, D. C., this 28th day of October 1948.

[SEAL] A. J. LOVELAND,
Acting Secretary of Agriculture.

[F. R. Doc. 48-9651; Filed, Nov. 2, 1948; 8:52 a. m.]

Chapter XXI—Organization, Functions and Procedure

PART 2100—OFFICE OF THE SECRETARY

PART 2209—OFFICE OF HEARING EXAMINERS

PART 2210—OFFICE FOR FOOD AND FEED CONSERVATION

DISCONTINUANCE OF CODIFICATION OF CERTAIN PARTS AND SECTIONS RELATIVE TO ORGANIZATION AND FUNCTIONS AND REVOCATION OF PART

The codification of the following parts and sections of this chapter is hereby discontinued: Part 2100, §§ 2100.1, 2100.2, 2100.10; Part 2209, Office of Hearing Examiners.

Future amendments to descriptions of organization and functions will appear in the Notices section of the FEDERAL REGISTER.

Part 2210, Office for Food and Feed Conservation, is revoked.

[SEAL] W. A. MINOR,
Assistant to the Secretary.

OCTOBER 29, 1948.

[F. R. Doc. 48-9656; Filed, Nov. 2, 1948; 8:53 a. m.]

TITLE 6—AGRICULTURAL CREDIT

Chapter I—Farm Credit Administration, Department of Agriculture

PART 96—AGRICULTURAL LOANS AND ADVANCES BY REGIONAL AGRICULTURAL CREDIT CORPORATION OF WASHINGTON, D. C., FOR MAXIMUM WAR PRODUCTION

REVOCATION OF PART

Correction

In Federal Register Document 48-9561, appearing on page 6367 of the issue for Saturday, October 30, 1948, the signature of the Governor should read "I. W. Duggan".

Chapter III—Farmers Home Administration, Department of Agriculture

Subchapter G—Farm Ownership

PART 364—REGULATIONS

AVERAGE VALUES OF FARMS AND INVESTMENT LIMITS

For the purposes of title I of the Bankhead-Jones Farm Tenant Act, as amended, average values of efficient family-type farm-management units and investment limits for the counties identified below are determined to be as herein set forth; and § 364.11, in Title 6 of the Code of Federal Regulations, as amended (6 CFR, 1946 Supp., 364.11; 6 CFR, 1947 Supp., 364.11; 13 F. R. 6194), entitled "Average values of farms and investment limits," is amended by adding said counties, average values, and investment limits to the tabulations appearing in said section under the State of Wisconsin.

WISCONSIN

County	Average value	Investment limit
Calumet	$15,000	$12,000
Ozaukee	15,000	12,000

(Secs. 3 (a), 41 (i), 60 Stat. 1074, 1066; 7 U. S. C. 1003 (a), 1015 (i))

Issued this 28th day of October 1948.

[SEAL] A. J. LOVELAND,
Acting Secretary of Agriculture.

[F. R. Doc. 48-9655; Filed, Nov. 2, 1948; 8:53 a. m.]

TITLE 12—BANKS AND BANKING

Chapter II—Federal Reserve System

Subchapter A—Board of Governors of the Federal Reserve System

[Reg. W]

PART 222—CONSUMER INSTALMENT CREDIT

DELIVERY IN ANTICIPATION OF INSTALMENT SALE

1. Section 222.6 (g) of this part is hereby amended, effective November 1, 1948, to read as follows:

§ 222.6 *Certain technical provisions.*

* * *

(g) *Delivery in anticipation of instalment sale.* Except as provided in the following paragraph, in case a listed article is delivered in anticipation of an instalment sale of that article or a similar article (such as a delivery "on approval", "on trial," or as a "demonstrator"), the Registrant shall require, at or before the time of such delivery, a deposit equal to the down payment that would be required on such an instalment sale.

In order to qualify as an exception to the preceding paragraph, the article must be an article listed in Group B, the delivery must be exclusively for the purpose of a bona fide trial, approval, or demonstration, and the Registrant must, within ten days after such delivery, obtain the down payment referred to in the preceding paragraph or the return of the article. Every such case shall be evidenced by a written agreement signed by the respective parties, of which a copy shall be given the prospective purchaser at or before the delivery of the article, and such written agreement shall cleary and prominently state that (1) the delivery is exclusively for the purpose of a bona fide trial, approval, or demonstration, and (2) the prospective purchaser will make the required down payment (the amount of which shall be stated in the agreement) within ten days after delivery of the article for trial, approval, or demonstration or will return or release the article within such ten-day period.

In calculating the maximum maturity in connection with transactions under either of the two preceding paragraphs, the date of delivery of the article sold shall be considered the date of the sale.

2. (a) The purpose of the amendment is to permit the delivery of certain "listed articles" for a stated period "on approval," "on trial," or as a "demonstrator," without a prior down payment provided there is compliance with the specified conditions deemed necessary for the effective administration of this part.

(b) The notice, public participation, and deferred effective date described in section 4 of the Administrative Procedure Act are not followed in connection with this amendment for the reasons and good cause found, as stated in section 2 (e) of the Board's rules of procedure (12 CFR 262.2 (e)), and especially because in connection with this permissive amendment such procedures are unnecessary as they would not aid the persons affected and would serve no other useful purpose.

(Sec. 5 (b), 40 Stat. 415, as amended, Pub. Law 905, 80th Cong.; 12 U. S. C. 95 (a), 50 U. S. C. App. 616, 617; E. O. 8843, Aug. 9, 1941, 3 CFR Cum. Supp.)

BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM,
[SEAL] S. R. CARPENTER,
Secretary.

[F. R. Doc. 48-8625; Filed, Nov. 2, 1948; 8:45 a. m.]

TITLE 33—NAVIGATION AND NAVIGABLE WATERS

Chapter III—Coast Guard: Inspection and Navigation

[CGFR 48-49]

MISCELLANEOUS AMENDMENTS

A notice regarding proposed changes in the inspection and navigation regulations was published in the FEDERAL REGISTER dated August 11, 1948 (13 F. R. 4638), and public hearings were held by the Merchant Marine Council on September 28, 1948, at Washington, D. C.

The purpose of the miscellaneous amendments is to delete from the Code of Federal Regulations those parts which paraphrase statutes and to bring other regulations regarding boundary lines of inland waters and pilot rules into agreement with Public Law 544, approved May 21, 1948, which statute becomes effective January 1, 1949. This law extended the application of the inland rules to waters which are now under the western rivers rules by providing that the inland rules of the road shall be followed by all vessels upon the harbors, rivers, and other inland waters of the United States except the Great Lakes as far east as Montreal and the waters of the Mississippi River between its source and the Huey P. Long Bridge, and all of its tributaries emptying therein and their tributaries and that part of the Atchafalaya River above its junction with the Plaquemine-Morgan City alternate waterway and the waters of the Mobile River above Choctaw Point and all of its tributaries and the Red River of the North. It is also necessary to change boundary lines of inland waters to bring certain waters within the application of the inland rules and to prescribe regulatory pilot rules which will implement the statutory rules of the road for the Mississippi River system which appear in Public Law 544.

By virtue of the authority vested in me as Commandant, United States Coast Guard, by R. S. 4405, as amended, 46 U. S. C. 375 and sec. 101 of Reorganization Plan No. 3 of 1946, 11 F. R. 7875, as well as the statutes cited with the regulations below, the following amendments to the regulations are prescribed, which shall become effective on and after January 1, 1949:

PART 301—INTERNATIONAL RULES FOR PREVENTING COLLISIONS AT SEA

Part 301 is deleted. The text of the regulations in this part is statutory and is contained in 26 Stat. 320, as amended (33 U. S. C. 62, 63, 71-84, 91, 92, 101-113, 121, 131, 141, 142).

PART 302—BOUNDARY LINES OF INLAND WATERS

GENERAL

1. Section 302.2 is amended to read as follows:

§ 302.2 *General rules for inland waters.* At all buoyed entrances from seaward to bays, sounds, rivers, or other estuaries for which specific lines are not described in this part, the waters inshore of a line approximately parallel with the general trend of the shore, drawn through the outermost buoy or other aid to navigation of any system of aids, are inland waters, and upon them the Inland Rules and pilot rules made in pursuance thereof apply, except that Pilot Rules for Western Rivers apply to the Mississippi River and its tributaries above Huey P. Long Bridge, the Mobile River and all of its tributaries above Choctaw Point, the Red River of the North, and that part of the Atchafalaya River above its junction with the Plaquemine-Morgan City alternate waterway. (Sec. 2, 28 Stat. 672, as amended, 33 U. S. C. 151)

GULF COAST

2. Section 302.65 is amended to read as follows:

§ 302.65 *San Carlos Bay and tributaries.* A line drawn from the northwesternmost point of Estero Island to Caloosa Lighted Bell Buoy 2; thence to Sanibel Island Lighthouse.

(Sec. 2, 28 Stat. 672, as amended, 33 U. S. C. 151)

3. Section 302.75 *Peace and Miakka Rivers* is deleted.

4. Section 302.85 *Manatee and Hillsboro Rivers* is deleted.

5. Section 302.89 is amended to read as follows:

§ 302.89 *Apalachee Bay, Fla.* Those waters lying north of a line drawn from Lighthouse Point on St. James Island to Gamble Point on the east side of the entrance to the Aucilla River, Fla. (Sec. 2, 28 Stat. 672, as amended, 33 U. S. C. 151)

6. Section 302.90 *Carrabelle River and Apalachicola River, Fla.*, is deleted.

7. Section 302.100 is amended to read as follows:

§ 302.100 *Mobile and Mississippi Rivers.* Pilots Rules for Western Rivers are to be followed in Mobile River and its tributaries above Choctaw Point; and also in Mississippi River and its tributaries above Huey P. Long Bridge. (Sec. 2, 28 Stat. 672, as amended, 33 U. S. C. 151)

PART 311—INLAND RULES OF THE ROAD

Part 311 is deleted. The text of the regulations in this part is statutory and is contained in 30 Stat. 96, as amended (33 U. S. C. 155, 156, 171-183, 191, 192, 201-213, 221, 222, 231, 232).

PART 312—PILOT RULES FOR INLAND WATERS

1. Section 312.01 is amended to read as follows:

§ 312.01 *General instructions.* The regulations in this part apply to vessels navigating the harbors, rivers, and inland waters of the United States, except the Great Lakes and their connecting and tributary waters as far east as Montreal, the Red River of the North, the Mississippi River and its tributaries above Huey P. Long Bridge, Mobile River and its tributaries above Choctaw Point, and that part of the Atchafalaya River above its junction with the Plaquemine-Morgan City alternate waterway. (Sec. 2, 30 Stat. 102, 38 Stat. 381, as amended, 33 U. S. C. 157, Pub. Law 544, 80th Cong., 2d sess.)

2. Section 312.13 (b) is amended to read as follows:

§ 312.13 *Speed in fog; posting of rules; diagrams.* * * *

(b) *Posting of pilot rules.* (1) On steam vessels of over 100 gross tons, two copies of the placard form of the rules (Form CG 803) in this part shall be kept posted up in conspicuous places in the vessel, one copy of which shall be kept posted up in the pilothouse.

(2) On steam vessels of over 25 gross tons and not over 100 gross tons, two copies of the placard form of the pilot rules shall be kept on board, one copy of which shall be kept posted up in the pilothouse.

(3) On steam vessels of 25 gross tons and under, and of more than 10 gross tons, two copies of the placard form of the pilot rules shall be kept on board, and, where practicable, one copy thereof shall be kept conspicuously posted up in the vessel.

(4) On steam vessels of not more than 10 gross tons, two copies of the pamphlet form of the pilot rules shall be kept on board, and, where practicable, one copy thereof shall be kept conspicuously posted up in the vessel.

(5) Nothing herein contained shall require copies of the pilot rules to be carried on board any motorboat as defined by section 1 of the act of April 25, 1940 (54 Stat. 163-167; 46 U. S. C. 526-526t).

(Sec. 2, 30 Stat. 102, 38 Stat. 381, as amended, 33 U. S. C. 157, Pub. Law 544, 80th Cong., 2d sess.)

3. The center heading immediately following § 312.13 is changed to read as follows: "Lights for Certain Classes of Vessels."

4. Section 312.15 is amended by changing the first paragraph to read as follows:

§ 312.15 *Ferryboats.* Ferryboats propelled by machinery and navigating the harbors, rivers, and other inland waters of the United States, except the Great Lakes and their connecting and tributary waters as far east as Montreal, the Red River of the North, the Mississippi River and its tributaries above Huey P. Long Bridge, the Mobile River and its tributaries above Choctaw Point, and that part of the Atchafalaya River above its junction with the Plaquemine-Morgan City alternate waterway, shall carry the range lights and the colored side lights required by law to be carried on steam vessels navigating those waters, except that double-end ferryboats shall carry a central range of clear, bright, white lights, showing all around the horizon,

placed at equal altitudes forward and aft, also on the starboard side a green light, and on the port side a red light, of such a character as to be visible on a dark night with a clear atmosphere at a distance of at least 2 miles, and so constructed as to show a uniform and unbroken light over an arc of the horizon of 10 points of the compass, and so fixed as to throw the light from right ahead to 2 points abaft the beam on their respective sides.

* * * * *

(Sec. 2, 30 Stat. 102, 38 Stat. 381, as amended, 33 U. S. C. 157, Public Law 544, 80th Cong., 2d sess.)

5. Section 312.16 is amended by changing the first paragraph and the last paragraph to read as follows:

§ 312.16 *Lights for barges, canal boats and scows in tow of steam vessels on certain inland waters on the seaboard, except the Hudson River and adjacent waters and Lake Champlain.* On the harbors, rivers, and other inland waters of the United States, except the Great Lakes and their connecting and tributary waters as far east as Montreal, the Red River of the North, the Mississippi River and its tributaries above Huey P. Long Bridge, the Mobile River and its tributaries above Choctaw Point, and that part of the Atchafalaya River above its junction with the Plaquemine-Morgan City alternate waterway, and except on the waters of the Hudson River and its tributaries from Troy to the boundary lines of New York Harbor off Sandy Hook as defined pursuant to section 2 of the act of Congress of February 19, 1895, as amended (28 Stat. 672; 33 U. S. C. 151), the East River, and Long Island Sound (and the waters entering thereon, and to the Atlantic Ocean), to and including Narragansett Bay, R. I., and tributaries, and Lake Champlain, barges, canal boats and scows in tow of steam vessels shall carry lights as follows:

* * * * *

Provided, That nothing in this section shall be construed as compelling barges or canal boats in tow of steam vessels, when passing through any waters coming within the scope of any regulation where lights for barges or canal boats are different from those of the waters whereon such vessels are usually employed, to change their lights from those required on the waters from which their trip begins or terminates; but should such vessels engage in local employment on waters requiring different lights from those where they are customarily employed, they shall comply with the local rules where employed. (Sec. 2, 30 Stat. 102, 38 Stat. 381, as amended, 33 U. S. C. 157, Pub. Law 544, 80th Cong., 2d sess.)

PART 321—NAVIGATION RULES FOR THE GREAT LAKES

Part 321 is deleted. The text of the regulations in this part is statutory and is contained in 28 Stat. 645, as amended (33 U. S. C. 241, 242, 251–262, 271, 272, 281–294).

PART 331—NAVIGATION RULES FOR WESTERN RIVERS

Part 331 is deleted. The text of the regulations in this part is statutory and is contained in R. S. 4233, as amended (33 U. S. C. 301, 302, 311–323, 331, 341–352).

PART 332—PILOT RULES FOR WESTERN RIVERS

Part 332 is amended to read as follows:

GENERAL

Sec.
332.01 General instructions.
332.03 Definitions.
332.05 Risk of collision.

VESSELS PASSING EACH OTHER

332.07 Vessels meeting at confluence of two rivers.
332.09 Danger and cross signals.
332.11 Narrow channels.
332.13 Approaching bridge span or draw.
332.15 Ascending, descending steamers crossing river.
332.17 Overtaking situation.
332.19 Passing signals.
332.21 Visual signals.
332.23 Posting of pilot rules.
332.25 Diagrams.

LIGHTS FOR FERRYBOATS AND BARGES

332.27 Lights for ferryboats.
332.29 Lights for barges towed ahead or alongside.
332.31 Lights for barges towed astern.
332.33 Lights for barges temporarily operating within or without Western Rivers.
332.35 Lights for barges at bank.

LIGHTS FOR RAFTS AND OTHER CRAFT NOT PROVIDED FOR

332.37 Lights for rafts and other craft.

DISTRESS SIGNALS

332.39 Distress signals.

UNAUTHORIZED USE OF LIGHTS; UNNECESSARY WHISTLING

332.41 Rule relating to the use of searchlights or other blinding lights.
332.43 Rule prohibiting unnecessary sounding of the whistle.
332.45 Rule prohibiting the carrying of unauthorized lights on vessels.

AUTHORITY: §§ 332.01 to 332.45 issued under R. S. 4233A, Public Law 544, 80th Congress, 2d session.

NOTE: The Pilot Rules in this part will be in effect on and after January 1, 1949, when the provisions of Public Law 544, 80th Congress, 2d Session, become effective. The provisions of the statute and these Pilot Rules are also published in a separate pamphlet entitled "Pilot Rules for Western Rivers" and may be obtained upon request from the Commandant (HA), U. S. Coast Guard, Washington 25, D. C., in December 1948.

GENERAL

§ 332.01 *General instructions.* The regulations in this part apply to vessels navigating the Red River of the North, the Mississippi River and its tributaries above Huey P. Long Bridge, the Mobile River and its tributaries above Choctaw Point, and that part of the Atchafalaya River above its junction with the Plaquemine-Morgan City alternate waterway.

§ 332.03 *Definitions.* (a) In this part the words "steam vessel" or "steamer" shall include any vessel propelled by machinery; and the word "barge" shall include barge, canal boat, scow, and any other vessel of nondescript type not otherwise provided for herein.

(b) The phrase "Western Rivers" shall include only the Red River of the North, the Mississippi River and its tributaries above Huey P. Long Bridge, the Mobile River and its tributaries above Choctaw Point, and that part of the Atchafalaya River above its junction with the Plaquemine-Morgan City alternate waterway.

§ 332.05 *Risk of collision.* Risk of collision can, when circumstances permit, be ascertained by carefully watching the bearing of an approaching vessel. If the bearing does not appreciably change, such risk should be deemed to exist.

§ 332.07 *Vessels meeting at confluence of two rivers.* When two steam vessels meet at the confluence of two rivers, the steam vessel which has the other to port shall give the first signal; but in no case shall pilots on steam vessels attempt to pass each other until there has been a thorough understanding as to the side each steam vessel shall take.

§ 332.09 *Danger and cross signals.* (a) The alarm or danger signal shall consist of four or more short and rapid blasts. Steam vessels are forbidden to use what has become technically known among pilots as "cross signals," that is, answering one whistle with two, and answering two whistles with one. In all cases and under all circumstances, a pilot receiving either of the whistle signals provided in the rules in this part with which, for any reason, he deems it injudicious to comply, instead of answering it with a cross signal, shall at once observe the provisions of this section.

(b) The pilot of any steam vessel shall sound the alarm or danger signal whenever required by the law, or any of the regulations hereinafter contained; that is to say, as follows:

(1) Whenever it is dangerous to take the side indicated by the passing signal of another vessel; or,

(2) Whenever any steam vessel does not understand or is in doubt regarding the signal of another steam vessel; or,

(3) Whenever, from any cause, one steam vessel is imperiled by another.

§ 332.11 *Narrow channels.* When two steam vessels are about to enter a narrow channel at the same time, the ascending steam vessel shall be stopped below such channel until the descending steam vessel shall have passed through it; but should two steam vessels unavoidably meet in such narrow channel, then it shall be the duty of the pilot of the ascending steam vessel to make the proper signals, and when answered, the ascending steam vessel shall lie as close as possible to the side of the channel and either stop the engines or move them so as to give the boat only steerageway; and the pilot of the descending steam vessel shall cause his steam vessel to be worked slowly until he has passed the ascending steam vessel.

§ 332.13 *Approaching bridge span or draw.* (a) When two steam vessels are approaching a bridge span or draw from opposite directions and the passing signals have been given and understood, should the pilot of the descending steam

vessel deem it dangerous for the steam vessels to pass each other between the piers of such span or draw, he shall sound the alarm or danger signal, and it shall then be the duty of the pilot of the ascending steam vessel to answer with a similar alarm signal, and to slow or stop his engines below such span or draw until the descending steam vessel shall have passed.

(b) If the ascending steam vessel is already in the bridge span or draw, and the ascending steam vessel sounds the danger or alarm signal, it shall be the duty of the ascending steam vessel, if practicable, to drop below the bridge span or draw, and wait until the other steam vessel shall have passed.

§ 332.15 *Ascending, descending steam vessels crossing river.* The pilot of an ascending steam vessel shall in no case attempt to cross the river when an ascending or descending steam vessel shall be so near that it would be possible for a collision to ensue therefrom; and conversely, the pilot of a descending steam vessel shall in no case attempt to cross the river when an ascending or descending steam vessel shall be so near that it would be possible for a collision to ensue therefrom.

§ 332.17 *Overtaking situation.* When two steam vessels are in the overtaking situation, it is the duty of the steam vessel being overtaken to answer immediately a passing signal of the overtaking steam vessel, either by assenting with the same number of blasts or by dissenting with the danger signal.

§ 332.19 *Passing signals.* The passing signals, by the blowing of the whistle, shall be given and answered by pilots, in all weathers, when approaching each other; and, wherever possible, the signals shall be given and answered before the steam vessels, or if towboats pushing tows, the head of such tows, have arrived at a distance of half a mile of each other.

§ 332.21 *Visual signal.* All whistle signals shall be further indicated by a visual signal consisting of an amber colored light so located as to be visible all around the horizon for a distance of not less than one mile. This light shall be so devised that it will operate simultaneously and in conjunction with the whistle sounding mechanism, and remain ignited or visible during the same period as the sound signal: *Provided*, That the installation, use, or employment of the amber visual signal required by this section shall be optional in the case of (a) vessels operating upon the Gulf Intracoastal Waterway; (b) vessels operating on the Mississippi River below mile 237 AHP (Belmont Landing) as set forth in map No. 40, "Maps of the Mississippi River, Cairo, Illinois, to the Gulf of Mexico, Louisiana (1944 ed.)," published by the Mississippi River Commission; (c) newly constructed vessels while en route from point of construction to a point in waters where the aforementioned amber visual signal is not required; (d) motorboats of class A and class 1; and (e) motorboats of class 2 and class 3 not engaged in trade or commerce.

§ 332.23 *Posting of pilot rules.* (a) On steam vessels of over 100 gross tons two copies of the placard form of the rules in this part (Form CG 805) shall be kept posted up in conspicuous places in the vessel, one copy of which shall be kept posted up in the pilothouse.

(b) On steam vessels of over 25 gross tons and not over 100 gross tons, two copies of the placard form of pilot rules shall be kept on board, one copy of which shall be kept posted up in the pilothouse.

(c) On steam vessels of 25 gross tons and under, and of more than 10 gross tons, two copies of the placard form of the pilot rules shall be kept on board, and where practicable one copy thereof shall be kept conspicuously posted up in the vessel.

(d) On steam vessels of not more than 10 gross tons, two copies of the pamphlet form of the pilot rules shall be kept on board, and where practicable one copy thereof shall be kept conspicuously posted up in the vessel.

(e) Nothing herein contained shall require copies of the pilot rules to be carried on board any motorboat as defined by section 1 of the Act of April 25, 1940 (54 Stat. 163–167; 46 U. S. C. 526–526t).

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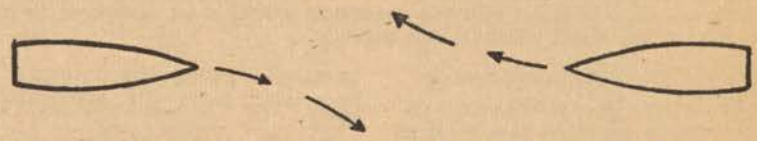
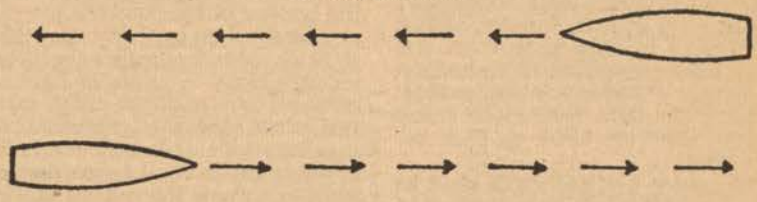
§ 332.25 *Diagrams.* The following diagrams are intended to illustrate the working of the system of colored lights and the pilot rules:

FIRST SITUATION



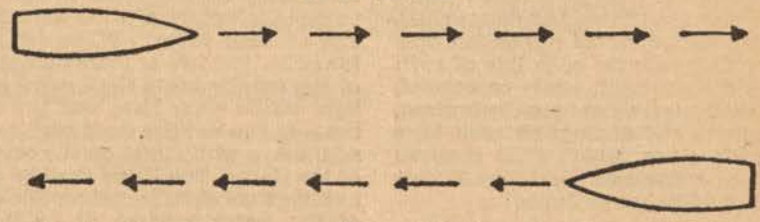
Here the two colored lights visible to each will indicate their meeting end on, or nearly end on, so as to involve risk of collision. In this situation it is a standing rule that both shall direct their courses to starboard and pass on the port side of each other, each having previously given one blast of the whistle, except that when an ascending steam vessel is approaching a descending steam vessel the descending steam vessel has the right-of-way and the vessels shall pass each other on the side determined by the descending steam vessel. The necessary signals for passing shall be given as provided in Rule 18.

SECOND SITUATION



In this situation the red light only will be visible to each. Both vessels are evidently passing to port of each other; however, the vessels shall pass each other on the side determined by the descending steam vessel.

THIRD SITUATION

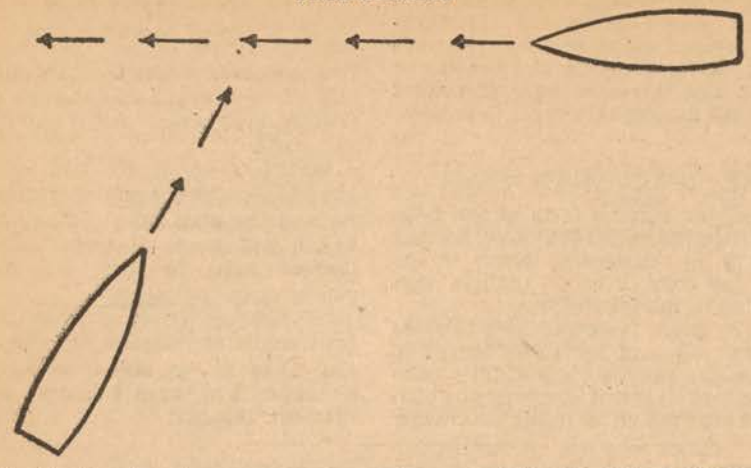


In this situation the green light only will be visible to each. They are therefore passing to starboard of each other; however, the vessels shall pass each other on the side determined by the descending steam vessel.

FOURTH SITUATION

In this situation one steam vessel is overtaking another steam vessel from some point within the angle of two points abaft the beam of the overtaken steam vessel. The overtaking steam vessel may pass on the starboard or port side of the steam vessel ahead after the necessary signals for passing have been given, with assent of the overtaken steam vessel, as prescribed in Rule 22.

FIFTH SITUATION



In this situation two steam vessels are crossing so as to involve risk of collision, other than where one steam vessel is overtaking another. The steam vessel which has the other to starboard shall keep out of the way of the other. Either vessel shall give one distinct blast of her whistle, as a signal of her intention, which the other vessel shall answer with a similar blast. However, a steam vessel with tow descending a river shall be deemed to have the right-of-way over any steam vessel crossing the river.

LIGHTS FOR FERRYBOATS AND BARGES

§ 332.27 *Lights for ferryboats.* (a) The signal lights on ferryboats shall be the same as those of similar steamboats, except that double-end ferryboats shall carry a central range of clear, bright, white lights, showing all around the horizon, placed at equal altitudes forward and aft, also on the starboard side a green light, and on the port side a red light, of such character as to be visible on a dark night with a clear atmosphere at a distance of at least 3 miles, and so constructed as to show a uniform and unbroken light over an arc of the horizon of 10 points of the compass, and so fixed as to throw the light from right ahead to 2 points abaft the beam on their respective sides.

(b) The green and red lights shall be fitted with inboard screens projecting at least 3 feet forward from the lights, so as to prevent them from being seen more than half a point across the bow.

(c) Officers in Charge, Marine Inspection, in districts having ferryboats shall, whenever the safety of navigation may require, designate for each line of such boats a certain light, white or colored, which shall show all around the horizon, to designate and distinguish such lines from each other, which light shall be carried on a flagstaff amidships 15 feet above the white range lights.

§ 332.29 *Lights for barges towed ahead or alongside.* (a) When one or more barges is towed by pushing ahead of a steam vessel such tow shall be lighted by an amber light at the extreme forward end of the tow and at the centerline of the tow, or as near the centerline as it is practicable to carry such light; a green light on the starboard side and a red light on the port side, so placed that they mark the tow at its maximum projection to starboard and port, respectively. When a barge is towed alongside a steam vessel on the starboard side, such barge shall have a green light on the starboard bow; if towed alongside on the port side, a red light on the port bow. When barges are towed on either side of a steam vessel two or more abreast, the outboard barges only shall carry the appropriate side light.

(b) The colored side lights referred to in paragraph (a) must be fitted with inboard screens so as to prevent them from being seen more than half-a-point across the bow, of such a character as to be visible on a dark night with a clear atmosphere at a distance of at least three miles; so constructed as to show a uniform and unbroken light over an arc of the horizon of ten points of the compass, and so fixed as to throw the light from right ahead to two points abaft the beam on either side. The amber light shall be screened so as not to be visible more than two points abaft the beam and shall likewise be visible at least three miles. All of these lights shall be carried at least eight feet above the surface of the water and at approximately the same height.

§ 332.31 *Lights for barges towed astern.* Barges being towed singly or in tandem on a hawser behind steam vessels shall carry a white light at each end of each barge. When barges are towed in tiers two or more abreast, each of the outside boats shall carry a white light on its outer bow, and the outside boats in the last tier shall each carry, in addition, a white light on the outer part of the stern. The lights shall be carried not less than eight feet above the surface of the water, and so as to show all around the horizon.

§ 332.33 *Lights for barges temporarily operating within or without Western Rivers.* Nothing in §§ 332.29 and 332.31 shall be construed as compelling barges being towed, when passing through any waters coming within the scope of any regulation where lights for barges are different from those of the waters whereon such barges are usually employed, to change their lights from those required on the waters from which their trip begins or terminates; but should such barges engage in local employment on waters requiring different lights from those where they are customarily employed, they shall comply with the local rules where employed. (Sec. 2, 30 Stat. 102, 38 Stat. 381, as amended, 33 U. S. C. 157)

§ 332.35 *Lights for barges at bank.* Barges moored to the bank or dock in or near a fairway shall carry two white lights not less than 4 feet above the surface of the water, as follows: on a single moored barge a light at each outboard or channelward corner; on barges moored in group formation, a light on the upstream outboard or channelward corner of the outer upstream barge, and a light on the downstream outboard or channelward corner of the outer downstream barge. In addition any barge projecting toward or into the channel from such group formation shall have two white lights similarly placed on the outboard or channelward corners of the barge.

LIGHTS FOR RAFTS AND OTHER CRAFT NOT PROVIDED FOR

§ 332.37 *Lights for rafts and other craft.* (a) All watercraft, except as herein otherwise provided, navigating any bay, harbor, or river, propelled by hand power, horsepower, or by the current of the river, or which shall be anchored or moored in or near the channel or fairway of any bay, harbor, or river, shall carry one white light forward, not less than 8 feet above the surface of the water.

(b) Rafts propelled by hand power or by the current of the river, or which shall be anchored or moored in or near a channel or fairway, shall carry white lights, as follows:

(1) Rafts of one crib and not more than two in length shall carry one white light. Rafts of three or more cribs in length and one crib in width shall carry one white light at each end of the raft.

(2) Rafts of more than one crib abreast shall carry one white light on each outside corner of the raft, making four lights in all.

(c) The white light required by this section for rafts and other watercraft shall be carried from sunset to sunrise, in a lantern so fixed and constructed as to show a clear, uniform, and unbroken light, visible all around the horizon, and of such intensity as to be visible on a dark night with a clear atmosphere at a distance of at least 1 mile. The lights for rafts shall be suspended from poles of such height that the light shall not be less than 8 feet above the surface of the water.

(d) Rowing boats under oars shall have ready at hand a lantern showing a white light which shall be temporarily exhibited in sufficient time to prevent collision.

DISTRESS SIGNALS

§ 332.39 *Distress signals*—(a) *In the daytime.* (1) A gun fired at intervals of about a minute.

(2) The International Code signal of distress indicated by N. C.

(3) The distant signal, consisting of a square flag, having either above or below it a ball or anything resembling a ball.

(4) Rockets or shells as prescribed below for use at night.

(5) A continuous sounding with a steam whistle or any fog-signal apparatus.

(b) *At night.* (1) A gun fired at intervals of about a minute.

(2) Flames on the vessel (as from a burning tar barrel, oil barrel, etc.).

(3) Rockets or shells, bursting in the air with a loud report and throwing stars of any color or description, fired one at a time at short intervals.

(4) A continuous sounding with a steam whistle or any fog-signal apparatus.

UNAUTHORIZED USE OF LIGHTS; UNNECESSARY WHISTLING

§ 332.41 *Rule relating to the use of searchlights or other blinding lights.* Flashing the rays of a searchlight or other blinding light onto the bridge or into the pilothouse of any vessel under way is prohibited. Any person who shall flash or cause to be flashed the rays of a blinding light in violation of the above may be proceeded against in accordance with the provisions of section 4450, R. S., as amended, looking to the revocation or suspension of his license or certificate.

§ 332.43 *Rule prohibiting unnecessary sounding of the whistle.* Unnecessary sounding of the whistle is prohibited within any harbor limits of the United States. Whenever any licensed officer in charge of any vessel shall authorize or permit such unnecessary whistling, such officer may be proceeded against in accordance with the provisions of section 4450, R. S., as amended, looking to a revocation or suspension of his license.

§ 332.45 *Rule prohibiting the carrying of unauthorized lights on vessels.* Any master or pilot of any vessel who shall authorize or permit the carrying of any light, electric or otherwise, not required by law, that in any way will interfere with distinguishing the signal lights, may be proceeded against in accordance with the provisions of section 4450, R. S., as amended, looking to a suspension or revocation of his license.

Dated: October 28, 1948.

[SEAL] J. F. FARLEY,
Admiral, U. S. Coast Guard,
Commandant.

[F. R. Doc. 48-9685; Filed, Nov. 2, 1948; 9:02 a. m.]

TITLE 34—NATIONAL MILITARY ESTABLISHMENT

Chapter V—Department of the Army

Subchapter B—Claims and Accounts

PART 536—CLAIMS AGAINST THE UNITED STATES

MUSTERING-OUT PAYMENTS

In § 536.75, paragraph (d) is rescinded and the following substituted therefor:

§ 536.75 *Mustering-out payments.*
* * *

(d) *Payments to personnel discharged or relieved from active service prior to February 3, 1944.* Any member of the armed forces entitled to mustering-out payment who shall have been discharged or relieved from active service under honorable conditions, before the effective date of this act shall, if application therefor is made not later than February 3, 1950, be paid such mustering-out payment by the Department concerned, beginning within 1 month after application has been received and approved by such Department: *Provided,* That no member of the armed forces shall receive mustering-out payment under this act more than once, and such payment shall accrue and the amount thereof shall be computed as of the time of discharge for the purpose of effecting a permanent separation from the service or of ultimate relief from active service, or, at the option of such member, for the purpose of enlistment, reenlistment, or appointment in the Regular Army.

(58 Stat. 9, 59 Stat. 540, Pub. Law 539, 80th Cong.; 38 U. S. C. 691c)

[SEAL] EDWARD F. WITSELL,
Major General,
The Adjutant General.

[F. R. Doc. 48-9633; Filed, Nov. 2, 1948; 9:35 a. m.]

TITLE 50—WILDLIFE

Chapter I—Fish and Wildlife Service, Department of the Interior

PART 1—MIGRATORY BIRDS AND CERTAIN GAME MAMMALS

OPEN SEASONS, BAG LIMITS, AND POSSESSION OF CERTAIN MIGRATORY GAME BIRDS

CROSS REFERENCE: For amendment of § 1.4, contained in Proclamation 2801, see Proclamation 2821, *supra,* which corrects a portion of footnote 9 under schedule (a) with respect to hunting in New Hampshire.

TITLE 49—TRANSPORTATION AND RAILROADS

Chapter II—Office of Defense Transportation

PART 500—CONSERVATION OF RAIL EQUIPMENT

SHIPMENTS OF CRANBERRIES

CROSS REFERENCE: For an exception to the provisions of § 500.72, see Part 520 of this chapter, *supra.*

[General Permit ODT 18A, Rev.-20A, Amdt. 1]

PART 520—CONSERVATION OF RAIL EQUIPMENT; EXCEPTIONS, PERMITS AND SPECIAL DIRECTIONS

SHIPMENTS OF CRANBERRIES

Pursuant to Title III of the Second War Powers Act, 1942, as amended, Executive Order 8989, as amended, Executive Order 9729, as amended, Executive Order 9919, and General Order ODT 18A, Revised, as amended, *It is hereby ordered,* That General Permit ODT 18A, Revised–20A (13 F. R. 5213), shall remain in full force and effect until December 31, 1948.

(54 Stat. 676, 55 Stat. 236, 56 Stat. 177, 58 Stat. 827, 59 Stat. 658, 60 Stat. 345, 61 Stat. 34, 321, Pub. Laws 395, 606, 80th Cong.; 50 U. S. C. App. 633, 645, 1152; E. O. 8989, Dec. 18, 1941, 6 F. R. 6725; E. O. 9389, Oct. 18, 1943, 8 F. R. 14183; E. O. 9729, May 23, 1946, 11 F. R. 5641; E. O. 9919, Jan. 3, 1948, 13 F. R. 59; General Order ODT 18A, Revised, as amended, 11 F. R. 8229, 8829, 10616, 13320, 14172; 12 F. R. 1034, 2386; 13 F. R. 2971)

Issued at Washington, D. C., this 29th day of October 1948.

J. M. JOHNSON,
Director,
Office of Defense Transportation.

[F. R. Doc. 48-9634; Filed, Nov. 2, 1948; 8:49 a. m.]

PROPOSED RULE MAKING

DEPARTMENT OF AGRICULTURE

Production and Marketing Administration

[7 CFR, Parts 57, 58, 59, 60, 62, 66, 68]

INSPECTION AND CERTIFICATION OF CERTAIN AGRICULTURAL COMMODITIES AND PRODUCTS THEREOF

NOTICE OF PROPOSED ISSUANCE OF NEW REGULATIONS

Notice is hereby given in accordance with section 4 of the Administrative Procedure Act (5 U. S. C. 1946 ed. 1003) that the Secretary of Agriculture proposes to issue new regulations for the inspection and certification of the class, quantity, quality, and condition of dry beans, grain, hay, hops, lentils, dry peas, split peas, oilseeds, rice, agricultural and vegetable seeds, straw, and other agricultural commodities and products of any of such commodities within the jurisdiction of the Grain Branch of the Department of Agriculture, under the Agricultural Marketing Act of 1946 (7 U. S. C. 1946 ed. 1621 et seq.) and the so-called Farm Products Inspection Act consisting of provisions in the Department of Agriculture Appropriation Act, 1949, for the market inspection of farm products (Public Law 712, 80th Congress; 7 U. S. C. 1946 ed. Supp., 414). The proposed regulations, if adopted, would supersede the presently effective regulations for inspection and certification of hay and straw (7 CFR, Part 57, as amended), beans and peas (7 CFR Cum. Supp., Part 58), rice (7 CFR Cum. Supp., Part 60, as amended), and hops (7 CFR 1944 Supp., Part 66), origin verification of alfalfa and red clover seed (7 CFR Cum. Supp.,

Part 59), and dockage inspection and certification of country-run forage seed (7 CFR Cum. Supp., Part 62). The proposed regulations would provide a permissive service, and inspection and certification would not be mandatory under the regulations in any respect. The regulations would not apply to inspection of grain as required by the United States Grain Standards Act (7 U. S. C. 1946 ed. 71 et seq.) nor to tests or inspections of seeds under the Federal Seed Act (7 U. S. C. 1946 ed. 1551 et seq.).

It is proposed to issue the new regulations, as Part 68 of Title 7, Code of Federal Regulations, to read as follows:

DEFINITIONS

DEFINITIONS

§ 68.1 *Meaning of words.* Words used in the regulations in this part in the singular form shall be deemed to import the plural, and vice versa, as the case may demand.

§ 68.2 *Terms defined.* For the purpose of the regulations in this part unless the context otherwise requires, the following terms shall be construed, respectively, as follows:

(a) "Acts" means the Agricultural Marketing Act of 1946 (7 U. S. C. 1621 et seq.), and the following provisions of the Department of Agriculture Appropriation Act, 1949 (Pub. Law 712, 80th Cong., 7 U. S. C. Supp., 414), or similar provisions of any future act of Congress conferring like authority: "For the investigation and certification, in one or more jurisdictions, to shippers and other interested parties of the class, quality, and condition of any agricultural commodity or food product, whether raw, dried, canned, or otherwise processed, and any product containing an agricultural commodity or derivative thereof when offered for interstate shipment or when received at such important central markets as the Secretary may from time to time designate, or at points which may be conveniently reached therefrom under such rules and regulations as he may prescribe, including payment of such fees as will be reasonable and as nearly as may be to cover the cost for the service rendered.

(b) "Regulations" means the regulations in this part.

(c) "Department" means the United States Department of Agriculture.

(d) "Secretary" means the Secretary of the Department or any other officer or employee of the Department to whom authority has heretofore been delegated, or to whom authority may hereafter be delegated, to act in his stead.

(e) "Administrator" means the Administrator of the Production and Marketing Administration of the Department, or any other officer or employee of the Department to whom authority has heretofore been delegated, or to whom authority may hereafter be delegated, to act in his stead.

(f) "Branch" means the Grain Branch of the Production and Marketing Administration of the Department.

(g) "Director" means the Director of the Branch or any other officer or employee of the Branch to whom authority has heretofore been delegated, or to whom authority may hereafter be delegated, to set in his stead.

(h) "Person" means any individual, partnership, association, business trust, corporation, or any other organized group of persons, whether incorporated or not.

(i) "Interested party" means any person financially interested in a transaction involving a commodity.

(j) "Applicant" means an interested party who requests any inspection service with respect to a commodity.

(k) "Inspector" means any employee of the Department authorized by the Secretary, or any other person licensed by the Secretary, to inspect and certify the class, quality, quantity, or condition of specified commodities.

(l) "Supervising inspector" means any employee of the Department authorized by the Secretary to inspect and certify the class, quality, quantity, or condition of specified commodities and designated by the Director to supervise the work of inspectors and official samplers.

(m) "Official sampler" means any person licensed by the Secretary to draw samples of commodities for inspection or any employee of the Department authorized by the Director or by a supervising inspector to draw samples of commodities for inspection.

(n) "Commodity" means any one of the folowing agricultural commodities and products: dry beans, grain, hay, hops, lentils, oilseeds, dry peas, split peas, rice, agricultural and vegetable seeds, straw, and other agricultural commodities, and products of any of such commodities, assigned by the Administrator to the Branch for inspection.

(o) "Office of inspection" means the office of an inspector.

(p) "Inspection certificate" means a written or printed statement issued by an inspector pursuant to the acts and the regulations relative to the class, quality, quantity, or condition of commodities at the time and place stated therein.

(q) "Inspection" means (1) applying such tests and making such examinations of a commodity and records, according to the regulations, as may be necessary to determine the class, grade, other quality designation, quantity, or condition of such commodity, and (2) issuing an inspection certificate.

(r) "Grade" means a grade as defined in official standards for a commodity promulgated by the Secretary.

(s) "Origin" means the quality of a commodity as affected by the place where grown, e. g. the United States or any area therein.

(t) "Cooperative agreement" means a memorandum of agreement between the Department and other branches of the Federal Government, State agencies, and other agencies or persons, to conduct, cooperatively, commodity inspection services as authorized in the acts.

ADMINISTRATION

§ 68.3 *Authority.* The Director is charged with the administration of the provisions of the regulations and of the acts insofar as they relate to the subject matter of the regulations, under the

supervision of the Secretary and the Administrator.

INSPECTION

§ 68.4 *Kind and availability of service.* (a) The inspection of commodities shall be (1) according to (i) standards of class, grade, other quality designation, quantity, or condition for such commodities promulgated by the Secretary; or (ii) specifications prescribed by Federal agencies; or (iii) specifications of trade associations or organizations approved by the Director; or (iv) instructions and procedures prescribed by the Director; and (2) for one or more factors of class, grade, other quality designation, quantity, or condition, as defined in such standards, specifications, or instructions and procedures.

(b) Inspection under the regulations shall be provided only for commodities offered for interstate shipment or received at important central markets designated by the Director or at points conveniently reached therefrom. Specific information as to the places where inspection is available may be obtained from the Director.

§ 68.5 *Regulations not applicable to inspection of grain under U. S. Grain Standards Act or seeds under Federal Seed Act.* The regulations do not apply to the inspection of grain as required by the United States Grain Standards Act (7 U. S. C. 1946 ed. 71 et seq.) or to the testing and inspection of seeds under the Federal Seed Act (7 U. S. C. 1946 ed. 1551 et seq.).

§ 68.6 *Who may inspect commodities.* The inspection of commodities shall be made only by a person who has been authorized or licensed by the Secretary to perform such functions.

§ 68.7 *Who may obtain service.* An application for inspection may be made by any interested party or his authorized agent.

§ 68.8 *How to make application.* An application for inspection may be made to any office of inspection. Such application may be made orally, in writing, or by telegraph. If made orally, the office of inspection may require that such application be confirmed in writing.

§ 68.9 *Form of application.* An application for inspection shall include the following information: (a) The date of the application; (b) the identification, quantity, and location of the commodity; (c) the name and post office address of the applicant and, if made by an authorized agent, the name and post office address of such agent; and (d) such other information relating to the inspection as may be required by the official with whom the application is filed.

§ 68.10 *When application may be withdrawn.* Upon payment by an applicant of the charges required by § 68.45, an application for inspection may be withdrawn at any time before the certificate has been issued or the results of the inspection have been furnished through other means.

§ 68.11 *Accessibility of Commodities.* Each lot of a commodity for which inspection is requested shall be so placed as to permit the entire lot to be examined or a representative sample thereof to be obtained as required by the kind of inspection to be performed: *Provided,* That if the entire lot is not accessible for examination or a representative sample cannot be obtained, the accessible portion of the lot may be examined or sampled and the inspection restricted to such portion, and the results certified as outlined in § 68.14.

§ 68.12 *Lot inspection.* A lot inspection shall be made by examining an identified lot of a commodity, by analyzing or testing a representative sample or samples of such commodity or by examing relevant records concerning a commodity, whichever may be required for the kind of service requested.

§ 68.13 *Sample inspection.* A sample inspection shall be made by examining, analyzing, or testing a sample of a commodity submitted by an applicant for inspection.

§ 68.14 *Inspection certificate, issuance.* Immediately after an inspection has been completed the inspector shall sign and issue an inspection certificate showing the results of the inspection, in accordance with paragraph (a) or (b) of this section.

(a) *Lot inspection certificate.* A lot inspection certificate shall be issued to show the results of the inspection of an identified lot of a commodity: *Provided,* That, when the entire lot is not accessible for examination or a representative sample thereof cannot be obtained, the certificate shall state the estimated quantity of the commodity in the accessible portion or in the portion for which a representative sample has been obtained, and that the inspection is restricted to such portion, and such certificate may have printed or stamped thereon the words "Partial inspection" or "Partial inspection certificate."

(b) *Sample inspection certificate.* A sample inspection certificate shall be issued to show the results of the inspection of a sample of a commodity submitted by an interested party. Each sample inspection certificate shall state that the results of the inspection set out therein apply only to the sample described in the certificate.

§ 68.15 *Inspection certificate, form.* Each inspection certificate shall be approved by the Director as to form, shall state the results of the inspection, and shall embody within its written or printed terms only such statements of fact as may be required or authorized by the Director.

§ 68.16 *Inspection certificate, disposition of.* Immediately upon issuance the original and one copy of each inspection certificate shall be delivered or mailed to the applicant or otherwise delivered or mailed in accordance with his instructions. One copy of each inspection certificate shall be filed in the office of inspection, and two copies shall be forwarded to the supervising inspector. Not to exceed three additional copies may be furnished, without extra charge, to the applicant if a request therefor is made prior to the issuance of such inspection certificate.

REINSPECTION

§ 68.17 *How to obtain a reinspection; withdrawal of application therefor.* (a) Any interested party who is dissatisfied with the results of an original inspection as stated in the inspection certificate issued as required by § 68.14 may make application for a reinspection of the commodity to the office of inspection where the original inspection was made: *Provided,* That, (a) the commodity has not left the place where the original inspection was made; (b) the identity of the commodity has not been lost; (c) an application for an appeal inspection has not been filed as provided in § 68.21; (d) the certificate issued as the result of the original inspection of the commodity is surrendered to the office of inspection; and (e) the application for reinspection is filed not later than the close of business on the second business day after the date of the original inspection.

(b) Upon payment by an applicant of the charges required by § 68.45 hereof, an application for reinspection may be withdrawn at any time before the certificate has been issued or the results of the reinspection furnished through other means.

§ 68.18 *Manner of reinspection.* A reinspection shall be made by an inspector of the office of inspection where the original inspection was made, shall be based upon an analysis or test of a representative sample or a reexamination of the commodity involved or the records thereof, and shall be for the determination of the same factors of class, grade, other quality designation, quantity, or condition as requested in connection with the original inspection.

§ 68.19 *Reinspection certificates.* After a reinspection has been completed, the inspector shall sign and issue a certificate showing the results of the reinspection, and such certificate shall supersede the original inspection certificate issued for the commodity involved. Each reinspection certificate shall bear conspicuously on its face the notation "Reinspection" and shall clearly identify by number and date, the inspection certificate which it supersedes. Such supersedure shall be effective as of the date of issuance of the reinspection certificate.

§ 68.20 *Disposition of reinspection certificate.* The original and one copy of each reinspection certificate shall be delivered or mailed to the applicant, and a copy shall be delivered or mailed to each known person who received a copy of the superseded certificate.

APPEAL INSPECTION

§ 68.21 *How to obtain an appeal inspection.* Any interested party who is dissatisfied with the results stated in an unsuperseded inspection certificate may make application for an appeal inspection: *Provided,* That (a) the commodity has not left the place where the inspection appealed from was made; (b) the identity of the commodity has not been lost; (c) the entire lot of the commodity is available and accessible for sampling and examination; and (d) the applica-

tion is filed not later than the close of business on the second business day following the date of the inspection appealed from, which time of filing may be extended by the supervising inspector for good cause shown. The application for appeal inspection shall be made in writing or by telegraph, and shall be filed in the Office of a Supervising Inspector. Such application shall be accompanied or followed by the inspection certificate with respect to which the application for appeal inspection is made.

§ 68.22 *Appeal application, form.* An application for an appeal inspection shall be signed by the applicant or his duly authorized agent and shall state: (a) The identification, quantity, and location of the commodity at the time of making the appeal; (b) the names and post office addresses of all interested parties; and (c) such other information relevant thereto as may be required by the supervising inspector.

§ 68.23 *Record of filing appeal application.* A record showing the date and place of filing an application for appeal inspection and including any other available documents pertaining to such appeal inspection shall be made immediately upon receipt thereof at the office of the supervising inspector.

§ 68.24 *When appeal application may be withdrawn.* Upon payment by an appellant of the fees and charges required by § 68.45 of the regulations, an application for an appeal inspection may be withdrawn at any time before the Federal appeal certificate has been issued or the results of the inspection have been furnished through other means.

§ 68.25 *Who shall make appeal inspections.* An appeal inspection shall be made only by a supervising inspector authorized by the Director to make appeal inspections of the commodity involved.

§ 68.26 *Appeal inspection certificate, issuance.* Immediately after an appeal inspection has been completed, an inspection certificate designated as "Federal Appeal Inspection Certificate" shall be issued by the supervising inspector, showing the results of such appeal inspection, and such certificate shall identify by number and date, the certificate which it supersedes.

§ 68.27 *Appeal inspection certificate, disposition.* The original and one copy of each appeal inspection certificate shall be delivered or mailed to the appellant or person designated by such appellant. A copy shall also be furnished to each interested party of record, including the inspector who made the inspection appealed from, and a copy shall be filed in the office of the supervising inspector. Not to exceed three additional copies may be furnished, without extra charge, to the appellant if a request therefor is made prior to the issuance of the appeal inspection certificate.

§ 68.28 *Appeal inspection certificate supersedes inspection certificate.* An appeal inspection certificate shall supersede the inspection certificate with respect to which the appeal inspection is made; and such supersedure shall be effective as of the date of issuance of such appeal inspection certificate.

§ 68.29 *New inspection.* The provisions of § 68.4 to § 68.28, with respect to inspections, reinspections, and appeal inspections shall not be construed to prevent any interested party from obtaining a new inspection on any commodity when the circumstances are such as to preclude a reinspection or an appeal inspection under the regulations. A certificate issued as a result of such new inspection shall not supersede any inspection certificate previously issued. An application for a new inspection shall not be restricted to the scope of any previous inspection and the applicant may request any or all of the inspection services provided for by the regulations, with the privilege of reinspection and appeal inspection.

GENERAL PROVISIONS FOR INSPECTION, REINSPECTION, AND APPEAL INSPECTION

§ 68.30 *Authority of applicant.* Proof of the authority of the person applying for any inspection service may be required in the discretion of the official to whom application for inspection is made.

§ 68.31 *Advance information.* Upon the request of an applicant for inspection, all or any part of the contents of an inspection certificate issued to such applicant may be telegraphed or telephoned to him at his expense.

§ 68.32 *Accessibility of records.* In the case of inspection for origin, the records indicating the origin of the commodity to be inspected shall be made accessible for examination and verification by an inspector.

§ 68.33 *Manner of sampling, examinations, analyses, etc.* All samplings, examinations, analyses, and tests shall be made in accordance with instructions and procedures prescribed or approved by the Director.

§ 68.34 *Conditions upon which inspection service furnished.* Service under the regulations will be furnished only if the applicant therefor has complied with all relevant provisions of the acts and the regulations prescribing the conditions upon which such service is made availble, and until the applicant does so comply such service will be refused by the official to whom, or the official in charge of the office at which, application for service is made.

§ 68.35 *Denial of inspection service.* (a) Any wilful misrepresentation or deceptive or fraudulent practice made or committed by any person in connection with the making or filing of an application for inspection service; (b) any fraudulent or unauthorized use, alteration, or imitation of any certificate issued pursuant to the regulations; (c) any interference with or obstruction of any inspector or official sampler in the performance of his duties, by intimidation, threat, assault or any other improper means; or (d) any wilful violation of the regulations may be deemed sufficient cause for debarring the person found guilty thereof from any or all benefits of the acts, after opportunity for hearing before a proper official in the Department has been accorded him; *Provided*, That pending investigation and hearing the Director may, without hearing, direct that such person shall be denied the benefits of the acts.

AUTHORIZED INSPECTORS

§ 68.36 *Who may be authorized.* Any employee of the Department who has demonstrated that he possesses a thorough knowledge of a commodity and the standards, and instructions and procedures under which it is inspected may be authorized by the Secretary to inspect such commodity. Each authorization which is issued by the Secretary shall be countersigned by the Director.

LICENSED INSPECTORS AND SAMPLERS

§ 68.37 *Who may be licensed as inspectors.* Any person who is employed under the terms of a cooperative agreement, who possesses proper qualifications, as determined by the Director, and who has no interest, financial or otherwise, direct or indirect, in merchandising, handling, storing, or processing any commodities of the kind to be inspected by him or related products, may be licensed by the Secretary to inspect such commodities. Each license which is issued by the Secretary shall be countersigned by the Director. Each person who applies for a license as an inspector shall, if so required by the Director, be examined for the purpose of determining his competency. Such examination shall be held at such time and place and in such manner as may be prescribed by the Director.

§ 68.38 *Who may be licensed as samplers.* Any person who possesses proper qualifications as determined by a supervising inspector, and has no interest, financial or otherwise, direct or indirect, in merchandising, handling, storing, or processing commodities of the kind to be sampled by him or related products may be licensed by the Secretary to draw samples of such commodities. Each license which is issued to samplers by the Secretary shall be countersigned by the supervising inspector under whose direction the licensee draws samples of commodities.

§ 68.39 *Sampling procedure.* Upon request of any inspector, a licensed sampler shall draw a sample or samples from a designated lot or lots of commodities in accordance with methods prescribed by the Director. Such sampler shall forward all samples of commodities thus drawn to a designated office of inspection in accordance with the instructions of a supervising inspector, and shall furnish, with each sample, the information which the supervising inspector may request.

§ 68.40 *Samples to be identified.* Each sample shall be accompanied by a sampling report signed by the licensed sampler, giving the identity, quantity, and location of the commodity sampled, the name and address of the applicant for inspection, and such other information regarding the lot of the commodity sampled as may be required by the supervising inspector.

§ 68.41 *Suspension or revocation of licenses.* (a) The license of any inspector or sampler licensed under the regulations may be suspended or revoked if the licensee, (1) through wilfulness, carelessness or incompetence fails to perform his duties in accordance with the regulations, and instructions and procedures prescribed by the Director; (2) becomes incapable of properly performing such duties; or (3) engages in any of the activities specified in § 68.35 or § 68.52.

(b) In cases of wilfulness, or those in which the public health, interest, or safety so requires, the license of any licensed inspector or sampler may be summarily suspended by the Director without hearing, pending investigation, but the licensee shall be advised of the facts or conduct which appear to warrant suspension or revocation of his license and shall be accorded an opportunity for a hearing before a proper official in the Department, before the license is finally suspended or revoked. In all other cases, prior to the institution of proceedings for the suspension or revocation of a license, the Director shall cause to be served upon the licensee, in person or by registered mail, a statement of the facts which appear to warrant such suspension or revocation, specifying a reasonable time, depending upon the circumstances in each case, within which the licensee may demonstrate or achieve compliance with the acts, the regulations and instructions and procedures prescribed by the Director. The licensee may demonstrate compliance by the presentation of evidence in writing or, in the discretion of the Director, at an oral hearing. At the end of the time allowed for the licensee to demonstrate or achieve compliance, if the Director finds he is in compliance, proceedings for the suspension or revocation of his license shall not be instituted, but if the Director finds the licensee is not in compliance, he may institute such proceedings and, after service upon the licensee, in person or by registered mail, of a notice that suspension or revocation of his license is under consideration for reasons set out in the statement previously served upon him, and after opportunity for hearing before a proper official in the Department, the license may be suspended or revoked.

FEES AND CHARGES FOR INSPECTION SERVICE

§ 68.42 *Establishment of fees and charges for inspection service.* Fees and charges for inspection service shall be established in accordance with § 68.43, § 68.44, and § 68.47, and shall be reasonable and as nearly as may be equal to the cost of the service for which such fees and charges are assessed. Specific information concerning the fees and charges for particular services under the regulations may be obtained from the Director.

§ 68.43 *Fees and charges for inspection or reinspection.* Except as provided in § 68.47, fees and charges for any inspection or reinspection shall be in accordance with the applicable provisions of (a) and (b) of this section.

(a) *Inspection by a salaried employee of the Department.* Unless otherwise required by the provisions of (b) of this section, fees and charges for inspections or reinspections by an authorized inspector who is a salaried employee of the Department shall be in accordance with such schedule of fees and charges as may be fixed and issued by the Director.

(b) *Inspection under a cooperative agreement.* Fees and charges for inspections or reinspections made pursuant to a cooperative agreement shall be in accordance with the terms and provisions of such agreement.

§ 68.44 *Fees and charges for appeal inspection.* Fees and charges for appeal inspections shall be in accordance with such schedule of fees and charges as may be fixed and issued by the Director: *Provided,* That, if the supervising inspector who makes an appeal inspection finds that there is a material error in the inspection from which an appeal is taken, no fees or charges shall be assessed.

§ 68.45 *Fees and charges when an application for inspection or appeal inspection is withdrawn or any inspection service is refused.* In the event an application for inspection, reinspection or appeal inspection is withdrawn or any inspection service (including original inspection, reinspection, or appeal inspection, is refused pursuant to the applicable provisions of the regulations, the interested party who made the application for the inspection service shall pay only such expenses as were incurred in connection with the service prior to the withdrawal or refusal.

§ 68.46 *Payment of fees and charges—* (a) *Manner of payment.* Except as provided in § 68.47 fees and charges for inspections, reinspections, and appeal inspections shall be paid by the interested party making application for such inspections in accordance with the provisions of paragraphs (b) and (c) of this section; and, if required by the inspector or supervising inspector who is to make such inspection, such fees and charges shall be paid in advance.

(b) *Fees and charges for inspection by a salaried employee of the Department.* Fees and charges for inspections, reinspections, or appeal inspections by an inspector or a supervising inspector who is a salaried employee of the Department shall, unless otherwise required by paragraph (c) of this section, be paid by the applicant by check, draft, or money order payable to the Treasurer of the United States and remitted promptly to the Director.

(c) *Fees and charges for inspection under a cooperative agreement.* Fees and charges for inspections or reinspections under a cooperative agreement shall be paid by the applicant in accordance with the terms of such agreement.

§ 68.47 *Fees and charges for services by licensed samplers.* Fees and charges for drawing samples of commodities by a licensed sampler shall be paid by the applicant, either direct to such licensed sampler or to the person, if any, by whom such licensed sampler is employed in such capacity. All fees and charges for drawing samples of commodities by a licensed sampler shall be in accordance with such schedule of fees and charges as may be fixed and issued by the Director: *Provided,* That if the licensed sampler is employed under a cooperative agreement, the fees and charges shall be in accordance with the terms of such agreement.

§ 68.48 *Refunds.* The Director will cause to be refunded to any State or person who is a party to a cooperative agreement with the United States for inspection services, and to any applicant for inspection service, any fees and charges remitted in excess of the amount due the United States.

MISCELLANEOUS

§ 68.49 *Publications.* Publications under the acts and the regulations may be made in the FEDERAL REGISTER, the Service and Regulatory Announcements of the Production and Marketing Administration, and such other media as the Administrator may approve for the purpose.

§ 68.50 *Filing of final orders in proceedings to deny inspection service or to suspend or revoke licenses.* All final orders in any proceeding to deny the benefits of the acts to any person or to suspend or revoke a license (except orders required for good cause to be held confidential and not cited as precedents) shall be filed with the Hearing Clerk of the Department and be available to public inspection.

§ 68.51 *Inspection records confidential.* Unless otherwise provided by the regulations in this part or, by other regulations of the Department, records of any inspections, including but not limited to, copies of any inspection, reinspection, or appeal inspection certificates issued, records of such certificates, applicant's accounts, or other information relating to the work of any office of inspection shall not be made available to, or be opened for examination by, any persons who is not connected with the inspection service provided by the regulations, and such records shall be held strictly confidential and for reference only by the Director, the inspector in charge of such office of inspection, his assistants, and such inspector's supervising inspector. Summarized reports which do not disclose the operations of any individual grower, shipper, or other interested party and which are identified clearly as to source and contents may be released to the public: *Provided,* That, when so released, they shall be published in such manner and in such media as will make the information available alike to all interested parties.

§ 68.52 *Political activity.* All inspectors are forbidden, during the period of their appointments or licenses to take an active part in political management or in political campaigns. Political activity in city, county, State, or national elections, whether primary or regular, or

in behalf of any party or candidate, or any measure to be voted upon, is prohibited. In addition to licensees, this applies to all appointees, including, but not being limited to, temporary and cooperative employees, and employees on leave of absence with or without pay. Wilful violation of this section will constitute grounds for dismissal or other disciplinary action in the case of appointees, and suspension or revocation of licenses in the case of licensees.

§ 68.53 *Identification.* All inspectors and official samplers shall have in their possession and present upon request, while on duty, the means of identification furnished to them by the Department.

Any person who wishes to submit written data, views, or arguments concerning the foregoing proposed regulations may do so by filing them with the Director, Grain Branch, Production and Marketing Administration, United States Department of Agriculture, Washington 25, D. C., not later than November 23, 1948.

Witness my hand and the seal of the United States Department of Agriculture.

Done at Washington, D. C., this 28th day of October 1948.

[SEAL] A. J. LOVELAND,
Acting Secretary of Agriculture.

[F. R. Doc. 48-9650; Filed, Nov. 2, 1948; 8:52 a. m.]

[7 CFR, Part 725]

BURLEY AND FLUE-CURED TOBACCO

NOTICE OF DETERMINATIONS TO BE MADE WITH RESPECT TO MARKETING QUOTAS FOR BURLEY TOBACCO FOR 1949–50 MARKETING YEAR

Pursuant to the authority contained in the Agricutural Adjustment Act of 1938, as amended, the Secretary of Agriculture is preparing to determine whether marketing quotas are required to be proclaimed for the 1949–50 marketing year on Burley tobacco and, if so, the amount of the national marketing quota.

The Agricultural Adjustment Act of 1938, as amended (7 U. S. C. 1301 (b), 1312 (a)), provides that whenever the Secretary finds that the total supply of tobacco as of the beginning of the marketing year then current exceeds the reserve supply level therefor, the Secretary shall proclaim the amount of such total supply, and, beginning on the first day of the marketing year next following and continuing throughout such year, a national marketing quota shall be in effect for the tobacco marketed during such marketing year. The act provides further that the Secretary shall also determine and specify in such proclamation the amount of the national marketing quota in terms of the total quantity of tobacco which may be marketed, which will make available during such marketing year a supply of tobacco equal to the reserve supply level.

In a referendum held on October 25, 1946, 129,734 of the 135,326 Burley tobacco growers voting favored marketing quotas for the marketing years 1947–48 through 1949–50 (11 F. R. 14509).

A public hearing will be held at the State PMA office, Maxwell and Mill Streets, Lexington, Kentucky, Tuesday, November 16, 1948, at 10:00 a. m. (c. s. t.) for the purpose of considering whether a national marketing quota should be proclaimed for Burley tobacco for the 1949–50 marketing year and, if so, the amount of such quota.

In making the determinations as to whether marketing quotas are required to be proclaimed on Burley tobacco for the 1949–50 marketing year and the amount of the national marketing quota, consideration will be given to any data, views, and recommendations pertaining thereto which are presented at the hearing or which are submitted in writing to the Director, Tobacco Branch, Production and Marketing Administration, U. S. Department of Agriculture, Washington 25, D. C. All written submissions must be postmarked not later than November 17, 1948.

Issued at Washington, D. C., this 29th day of October 1948.

[SEAL] RALPH S. TRIGG,
Administrator.

[F. R. Doc. 48-9649; Filed, Nov. 2, 1948; 8:51 a. m.]

NOTICES

NATIONAL MILITARY ESTABLISHMENT

Department of the Air Force

ORGANIZATION AND FUNCTIONS

(1) *Creation and authority.* (a) The Department of the Air Force and the United States Air Force were established and made a part of the National Military Establishment by the National Security Act of 1947 (61 Stat. 502, 503; 5 U. S. C. Sup. I, 626 c) and by the terms of the act came into legal being on September 18, 1947. Section 207 (c) and 208 (f) of this act generally define the organization as follows:

Section 207 (c) The term "Department of the Air Force" as used in this act shall be construed to mean the Department of the Air Force at the seat of government and all field headquarters, forces, reserve components, installations, activities and functions under the control or supervision of the Department of the Air Force.

Section 208 (f) In general the United States Air Force shall include aviation forces both combat and service not otherwise assigned. It shall be organized, trained and equipped primarily for prompt and sustained offensive and defensive air operations. The Air Force shall be responsible for the preparation of the air forces necessary for the effective prosecution of war except as otherwise assigned and in accordance with integrated joint mobilization plans, for the expansion of the peacetime components of the Air Force to meet the needs of war.

(b) In accordance with the policy declared by Congress and the provisions of the National Security Act of 1947 the Secretary of Defense, with the approval of the President promulgated agreements of the Joint Chiefs of Staff regarding the functions of the three services and the Joint Chief of Staff. (13 F. R. 2537). Functions of the United States Air Force were set forth as follows:

The United States Air Force includes air combat and service forces. It is organized, trained, and equipped primarily for prompt and sustained combat operations in the air. Of the three major Services, the Air Force has primary interest in all operations in the air, except in those operations otherwise assigned herein.

A. *Primary functions.* 1. To organize, train, and equip Air Force forces for the conduct of prompt and sustained combat operations in the air. Specifically:

a. To be responsible for defense of the United States against air attack in accordance with the policies and procedures of the Joint Chiefs of Staff.

b. To gain and maintain general air supremacy.

c. To defeat enemy air forces.

d. To control vital air areas.

e. To establish local air superiority except as otherwise assigned herein.

2. To formulate joint doctrines and procedures, in coordination with the other Services, for the defense of the United States against air attack and to provide the Air Force units, facilities, and equipment required therefor.

3. To be responsible for strategic air warfare.

4. To organize and equip Air Force forces for joint amphibious and airborne operations, in coordination with the other Services, and to provide for their training in accordance with policies and doctrines of the Joint Chiefs of Staff.

5. To furnish close combat and logistical air support to the Army, to include air lift, support, and resupply of airborne operations, aerial photography, tactical reconnaissance, and interdiction of enemy land power and communications.

6. To provide air transport for the Armed Forces except as otherwise assigned.

7. To provide Air Force forces for land-based air defense, coordinating with the other Services in matters of joint concern.

8. To develop, in coordination with the other Services, doctrines, procedures, and equipment for air defense from land areas, including the continental United States.

9. To provide an organization capable of furnishing adequate, timely, and reliable intelligence for the Air Force.

10. To furnish aerial photography for cartographic purposes.

11. To develop, in coordination with the other Services, tactics, techniques,

and equipment of interest to the Air Force for amphibious operations and not provided for in (the section on the Functions of the United States Navy and Marine Corps).

12. To develop, in coordination with the other Services, doctrines, procedures, and equipment employed by Air Force forces in airborne operations.

B. *Collateral functions.* The forces developed and trained to perform the primary functions set forth above shall be employed to support and supplement the other Services in carrying out their primary functions, where and whenever such participation will result in increased effectiveness and will contribute to the accomplishment of the over-all military objectives. The Joint Chiefs of Staff member of the service having primary responsibility for a function shall be the agent of the Joint Chiefs of Staff to present to that body the requirements for and plans for the employment of all forces to carry out the function. He shall also be responsible for presenting to the Joint Chiefs of Staff for final decision any disagreement within the field of his primary responsibility which has not been resolved. This shall not be construed to prevent any member of the Joint Chiefs of Staff from presenting unilaterally any issue of disagreement with another Service. Certain specific collateral functions of the Air Force are listed below:

1. To interdict enemy sea power through air operations.

2. To conduct antisubmarine warfare and to protect shipping.

3. To conduct aerial mine-laying operations.

(2) *Central organization*—(a) *General.* The Department of the Air Force located at the seat of Government consists of the office of the Secretary of the Air Force, which includes the Secretary, the Under Secretary, the two Assistant Secretaries, the Director of Public Relations, the General Counsel, the Director of Legislation and Liaison and the Secretary of the Air Force Personnel Council; and Headquarters, United States Air Force which includes the Chief of Staff, United States Air Force, the Vice Chief of Staff, the Assistant Vice Chief of Staff, the Deputy Chiefs of Staff, the Comptroller, the Inspector General, the Secretary of the Air Staff, the Air Adjutant General, the Scientific Advisory Board and the Air Board. Their specific duties and functions are as follows:

(b) *Secretary of the Air Force.* The Secretary of the Air Force is the head of the Department of the Air Force and is responsible for the supervision of all matters pertaining to its operation, and for the performance of such duties as may be prescribed by law or enjoined upon him by the President and the Secretary of Defense.

(c) *Under Secretary.* The Under Secretary is responsible to the Secretary of the Air Force for the formulation and general supervision, within the Department of the Air Force, of policies relating to: Procurement, production and related industrial matters; supply, maintenance and transportation (including the establishment of matériel requirements); research and development; industrial mobilization and matters involving the aircraft industries. The Under Secretary represents the Department of the Air Force in a liaison capacity with the Atomic Energy Commission, Research and Development Board, and as a member of the Munitions Board. In the absence or disability of the Secretary of the Air Force, the Under Secretary acts as the Secretary of the Air Force.

(d) *Assistant Secretary of the Air Force (Civil and Military-Diplomatic).* The Assistant Secretary is responsible to the Secretary of the Air Force for the formulation and the general supervision, within the Department of the Air Force, of policies relating to: The role of air power as an instrument of National Policy, the coordination of civil and military air matters in the national interest, matters involving other countries, including the coordination of those matters with the State Department and other appropriate Government agencies; the United States Air Force Reserve, the Air National Guard, the Air Reserve Officers Training Corps, the Civil Air Patrol, and Air Force participation in Civil Defense activities. The Assistant Secretary represents the Department of the Air Force on the State-Army-Navy-Air Force Coordinating Committee and the Air Coordinating Committee and will represent the Department of the Air Force on such other boards and committees to which the Secretary of the Air Force may appoint him. In the absence or disability of both the Secretary and the Under Secretary of the Air Force, the Assistant Secretary acts as the Secretary of the Air Force.

(e) *Assistant Secretary of the Air Force (Management).* The Assistant Secretary is responsible to the Secretary of the Air Force for the formulation and general supervision, within the Department of the Air Force, of the policies relating to the business management of the Department, including those matters with respect to program control, management control through cost control, civilian personnel, organizational planning, mobilization, and the budget of the Department. In the absence or the disability of the Secretary, Under Secretary and the other Assistant Secretary, acts as the Secretary of the Air Force.

(f) *Director of Public Relations.* The Director of Public Relations is responsible to the Secretary of the Air Force for the dissemination of information concerning the Air Force to the public through all appropriate media, and for Air Force relations with civilians and civilian groups. He supervises the maintenance of liaison with the Executive Office of the President, the Office of the Secretary of Defense, and with other Governmental agencies, and advises and represents the Secretary of the Air Force and the Air Staff, United States Air Force, in connection with public relations matters.

(g) *General Counsel.* The General Counsel is the final authority on all legal questions arising within or referred to the Department of the Air Force. He reports directly to the Secretary of the Air Force. The General Counsel furnishes advice upon request to all levels on legal aspects of all procurement activities. The General Counsel furnishes advice upon request to the Secretary, Under Secretary and Assistant Secretaries of the Department of the Air Force on legal aspects of all other matters coming within their respective jurisdictions. He is not responsible for supervision of the administration of military justice

(h) *The Secretary of the Air Force Personnel Council.* The Secretary of the Air Force Personnel Council consists of the Air Force Personnel Board, the Air Force Disability Review Board, and the Air Force Board of Review. He is responsible for determining such military personnel actions as may be directed by the Secretary or enjoined by Public Law; such action being taken for and in the name of the Secretary of the Air Force.

(i) *Director of Legislation and Liaison.* The Director of Legislation and Liaison is responsible to the Secretary of the Air Force for the formulation, coordination, and general supervision of the Air Force Legislative program, with the exception of appropriation bills. He supervises the preparation of proposed legislation and executive orders affecting the Department of the Air Force, provides reports and studies, and conducts projects incident thereto. He monitors congressional inquiries, correspondence, and investigations. He maintains liaison with the Congress, the Executive Office of the President, the Secretary of Defense and other governmental agencies in connection with the aforementioned matters.

(j) *Chief of Staff.* The Chief of Staff, United States Air Force, under the direction of the Secretary of the Air Force, exercises command over the United States Air Force and assigned supporting forces and is charged with the duty of carrying into execution all lawful orders and directives of superior authority transmitted to him. He is responsible for the formulation and establishment of policies and plans to accomplish the Air Force mission and for their execution. He is the principal military adviser to the President, the Secretary of Defense and to the Secretary of the Air Force on the employment of the Air Force in war and the principal military advisor and executive to the Secretary of the Air Force on the activities of the United States Air Force. He further serves as a member of the War Council and the Joint Chiefs of Staff of the National Military Establishment.

(k) *Vice Chief of Staff.* The Vice Chief of Staff assists the Chief of Staff in the discharge of the latter's duties and in his absence performs his functions. He also serves as chairman of the United States Air Force Aircraft and Weapons Board and the Aeronautical Board.

(l) *Assistant Vice Chief of Staff.* The Assistant Vice Chief of Staff assists and advises the Chief of Staff and the Vice Chief of Staff and acts for them in matters delegated to his authority. He is responsible for administrative procedures and coordination within the Air Staff.

(m) *Air Board.* The Air Board assists the Chief of Staff in the formulation of over-all policies of the United States Air Force.

(n) *Scientific Advisory Board.* The Scientific Advisory Board advises the Chief of Staff of the latest developments in the various fields of science of interest to the Air Force. It studies scientific research problems affecting the future of the Air Force, with a specific view toward new development in aircraft, weapons, and equipment. The Board also reviews and evaluates long-range plans for research and development and advises the Chief of Staff as to the adequacy of the Air Force's program. The members of the Board serve as a pool of consultants from their respective fields of science to the various activities of the Air Force and present recommendations for the organization of research and development, with emphasis on the ways and means of obtaining close cooperation with the scientific world.

(o) *The Inspector General.* The Inspector General administers the inspection of the internal structure, the combat quality, the administrative efficiency, and the logistic capabilities of the Air Force. He conducts all investigations, within Air Force jurisdiction, concerning the integrity or security of the Air Force and the conduct of loyalty of its personnel; maintains close liaison and coordination with all civil law enforcement agencies—federal, state, and municipal; enforces security, including atomic energy security; supervises and inspects all Air Force police and has jurisdiction over all matters pertaining to their use and to military discipline, including the confinement and rehabilitation of prisoners of the United States Air Force.

(p) *Secretary of the Air Staff.* The Secretary of the Air Staff is the executive agent to the Assistant Vice Chief of Staff for matters pertaining to the internal administration of Headquarters United States Air Force. He is specifically responsible for the Executive, Administrative, Headquarters Civilian Personnel, and Headquarters Commandant Divisions, and is generally responsible for operating an administrative program for Headquarters United States Air Force.

(q) *Air Adjutant General.* The Air Adjutant General is responsible for the publication of the orders and instructions of Headquarters, United States Air Force; the administration within the Air Force of the postal service, the records administration program, the design and standardization of the Air Force forms, the personnel administration of officers assigned to Headquarters, United States Air Force; the providing of correspondence, mail, records, filing, references, reproduction, message centers, and messenger services for Headquarters, United States Air Force; the maintenance of photographic records and services; and the maintenance and servicing of current personnel records of all United States Air Force personnel.

(r) *Comptroller.* The Comptroller assembles and evaluates elements of information necessary for the efficient management of the United States Air Force; advises and assists the Chief of Staff and the Air Staff in the attainment of integrated programs for the accomplishment of the Air Force mission; defends the Air Force Budget; administers funds, including the disbursement, collection and accounting therefor; prescribes regulations governing the Air Force audit systems and the fixing of the responsibility therefor; takes final action for the secretary of the Air Force on statutory functions in connection with the administration of funds as might be delegated; provides for the measurement of progress toward program objectives; evaluates results in relation to costs, to the end that the Chief of Staff may efficiently and economically utilize the resources available to him. He also provides complete statistical services on all subjects for the Air Staff and higher authority and exercises technical supervision over the budget and fiscal, statistical control, and cost control system.

(s) *Deputy Chief of Staff, Personnel.* The Deputy Chief of Staff for Personnel is responsible for the administration and management of all military and civilian personnel in the Air Forces as individuals, including procurement, classification, assignment, reassignment, promotion, demotion, separation, retirement, efficiency ratings, personnel services, and the maintenance of pertinent records and administrative services. He is also responsible for such administrative services as are performed by the Judge Advocate General, United States Air Force, the Air Surgeon, and Chief of Air Force Chaplains.

(t) *Deputy Chief of Staff, Operations.* The Deputy Chief of Staff for Operations coordinates and directs the activities of the Directors of Intelligence, Training and Requirements, Plans and Operations, and Communications; Assistants for Atomic Energy and Programming and two special groups—The Guided Missile Group and the Civilian Components Group. He directs and is responsible for Air Force intelligence activities, organization, training and requirements, operations of the Air Force including joint operations, preparation of over-all plans and programs, development and review of broad Air Force policies, Air Force communications activities, guided missile activities, Air Force civilian components activities including Civil Air Patrol and Air Scout activities, the coordination of over-all Air Force programs, and atomic energy matters.

(u) *Deputy Chief of Staff, Matériel.* The Deputy Chief of Staff for Matériel is responsible for the planning, policy development, supervision, and administration of Air Force programs relating to the field of matériel and services. Included within the scope of his responsibilities are programs relating to research and development, armament, procurement, industrial planning, installations, maintenance, supply and services; and engineer, chemical, ordnance, and quartermaster activities affecting the Air Force.

(3) *Field Organization*—(a) *General.* The field activities of the United States Air Force are continuously subject to changing requirements and conditions. Accordingly, the organizational structure of these activities is designed so that it is capable of flexibility, growth, and constant progression toward the objective of providing the best possible control for the accomplishment of the Air Force Mission. The main structure of the field organization of the United States Air Force is divided into a series of functional Air Commands. Each of these commands in turn is subdivided into smaller structures, the number of which is dictated by the assigned mission of each particular command. Nine of these Air Commands, under control of Headquarters United States Air Force are located in the United States and with two exceptions, are organized on a functional basis without specific geographical area responsibility. Only administrative control is exercised by Headquarters, United States Air Force, over the five overseas commands, operational control of these commands being vested in the Commander in Chief of the Unified Commands established by the Joint Chiefs of Staff.

(b) *Air Defense Command.* The Air Defense Command with headquarters at Mitchel Air Force Base, New York, is organized primarily for the defense of the continental United States. It exercises direct control over all active measures and coordinates all passive means of Air Defense. It participates in joint training and joint maneuvers with the Army and Navy and formulates general plans for the participation of all Air Force Commands in domestic emergencies, including disaster relief, and directs Air Force operations in the execution of these plans as necessary to minimize or to end such emergencies. It is responsible for the activation, organization, maintenance, administration, and training of units and individuals of the Air Force Reserve, the Air Force Reserve Officer Training Corps, and the Air Force Organized Reserves. The Air Defense Command's mission is presently being accomplished through four subordinate "numbered" Air Force Headquarters. The subordinate Air Forces of the Air Defense Command are organized on a geographic basis with specific area responsibility.

(c) *Strategic Air Command.* The Strategic Air Command with headquarters at Andrews Air Force Base, Maryland, provides and operates long range bomber and fighter units maintained in the United States, or in such other areas as may be designated. It must be prepared to conduct long range offensive operations in any part of the world; to conduct maximum range reconnaissance over land or sea, either independently or in cooperation with other components of the Armed Forces; and to train units and personnel for the maintenance of the Strategic Forces in all parts of the world. It prepares plans for strategic reconnaissance to meet the requirements of the Armed Forces. It has primary interest in the development, training, tactics, and techniques of strategic bombardment aviation. In addition, it exercises command jurisdiction over and operates in accordance with policies established by the Chief of Staff, United States Air Force, a world-wide Air Force Aeronautical Chart Service. It is organized into two Air Forces and a Reconnaissance Division, with subordinate units based throughout the United States without regard to any established geographical boundaries.

(d) *Tactical Air Command.* The Tactical Air Command with headquarters at Langley Air Force Base, Virginia, has the primary mission of cooperation with and support of the operations of surface forces. It promotes progressive development of air ground cooperation techniques and doctrines. It cooperates with the Army in airborne and airlift training of Army troops and develops and tests organization, equipment and tactics of troop carrier aviation. Further, it cooperates with the Air Defense Command in the Air Defense mission, and trains units and personnel for maintenance of tactical forces in all parts of the world. The Tactical Air Command is composed of two Air Forces operating light bombardment, fighter, and troop carrier units.

(e) *Air University.* The Air University has its headquarters at Maxwell Air Force Base, Alabama. It is primarily concerned with the higher education of Air Force officers. The Air University supervises and operates the Air War College and the Air Command and Staff School at Maxwell Air Force Base, Alabama; the Air Tactical School at Tyndall Air Force Base, Florida; the School of Aviation Medicine at Randolph Air Force Base, Texas, and the Special Staff School with headquarters at Craig Air Force Base, Alabama. It supervises the curricula of the Air Force Institute of Technology at Wright-Patterson Air Force Base, Dayton, Ohio, and operates the Air Force Officer Education Program at civilian institutions. Through its school system, the Air University also conducts staff studies as required by the Chief of Staff, United States Air Force, on Air Force basic doctrine, tactics, and techniques.

(f) *Air Training Command.* The Air Training Command, with headquarters at Barksdale Air Force Base, Louisiana, is charged with individual training of Air Force officers and enlisted men. It aids in designing the Air Force training program, directs its operation and trains personnel for the integration into the proper Air Force team. Indoctrination of recruits is conducted by the Indoctrination Division at San Antonio, Texas. Flying Training is conducted under the supervision of the Flying Training Division with headquarters at Randolph Air Force Base, Texas. Technical Training is conducted under the supervision of the Technical Training Division with headquarters at Scott Air Force Base, Illinois.

(g) *Air Matériel Command.* The Air Matériel Command, with headquarters at Wright-Patterson Air Force Base, Ohio, procures, supplies, maintains and supervises the development of all matériel peculiar to the Air Force and required by the Air Force in the performance of its primary mission. It is responsible for the technical training of personnel peculiar to these requirements. It operates the Air Force Institute of Technology, and in its laboratories at Wright-Patterson Air Force Base, undertakes any research and development necessary to provide equipment to accomplish the Air Force mission. It conducts all experimental static and flight tests necessary in the development of such matériel. It is also charged with industrial planning for Air Force procured items. In addition, the Air Matériel Command is responsible for maintaining the Air Force Technical Museum, which collects and preserves for educational and historical purposes such foreign and domestic aeronautical articles as may be required for use by the Air Force or other governmental agencies. The Air Matériel Command is organized geographically into seven Air Matériel Areas within the continental United States.

(h) *Air Proving Ground.* The Air Proving Ground is located at Eglin Air Force Base, Florida. It develops improved operational techniques and performs tests on tactical matériel and equipment used or proposed for use by the United States Air Force, under simulated combat conditions, to determine its operational suitability. In its climatic hangar at Eglin Air Force Base, it performs additional proof tests on Air Force tactical matériel and equipment under various adverse climatic conditions.

(i) *Military Air Transport Service.* The Military Air Transport Service, recently created by the Secretary of Defense, has its headquarters at Gravelly Point, Virginia. It is charged with providing and operating air transport service for the Armed Forces and for other Governmental agencies as directed by the Chief of Staff, United States Air Force. It is responsible for the study, investigation, and development of all matters relating to military air transportation (excluding troop carrier and matters specifically assigned to Air Matériel Command) and presents appropriate findings to United States civil air agencies. It prepares and maintains in current status, plans for its expansion in time of war. In addition, the Military Air Transport Service exercises command jurisdiction over and operates in accordance with policies established by the Chief of Staff, the Air Weather Service, Air Communications Service, Air Rescue Service, and the Flight Service.

(j) *Headquarters Command, United States Air Force.* The Headquarters Command, United States Air Force, located at Bolling Air Force Base, Washington, D. C., controls and administers the 35th Air Force Base Unit which provides required air transportation not available through Military Air Transport Service. It provides miscellaneous services as directed by Headquarters, United States Air Force, to include photographic service by the 10th Photo Technical Squadron and administration of the Air Force Band and the Air Force Bandsman Training School. It is also charged with administration of a number of special mission personnel both in the Zone of Interior and overseas.

(k) *Overseas Commands.* Two of the five overseas Air Commands are occupational forces. These two are the United States Air Force in Europe, and the Far East Air Forces. The other three overseas commands are on the outer defense perimeter of the continental United States. The five overseas Air Commands and the respective unified commands controlling their operations are:

1. United States Air Force in Europe, Wiesbaden, Germany; Under operational control of European Command—Berlin, Germany.

2. Far East Air Forces, Tokyo, Japan; Under operational control of Far East Command, Tokyo, Japan.

3. Caribbean Air Command, Albrook Field, Canal Zone; Under operational control of Caribbean Command, Quarry Heights, Canal Zone.

4. Pacific Air Command, Hickam Field, Oahu, Territory of Hawaii; under operational control of Pacific Command—Pearl Harbor, Territory of Hawaii.

5. Alaskan Air Command, Ft. Richardson, Alaska; under operational control of Alaskan Command — Ft. Richardson, Alaska.

[SEAL] L. L. JUDGE,
Colonel, U. S. Air Force,
Air Adjutant General.

[F. R. Doc. 48-9637; Filed, Nov. 2, 1948; 8:49 a. m.]

DEPARTMENT OF THE INTERIOR

Bureau of Land Management

[Misc. 21169 "LD"]

NEVADA

REVOKING IN PART DEPARTMENTAL ORDER OF DECEMBER 3, 1907, WITHDRAWING LANDS FOR TOWN SITE PURPOSES

The order of December 3, 1907, of the Secretary of the Interior, withdrawing certain lands in the State of Nevada for town site purposes, is hereby revoked so far as it affects the following-described land:

MOUNT DIABLO MERIDIAN

T. 12 S., R. 46 E.,
Sec. 16.

By the decision of October 5, 1948, the Assistant Director, Bureau of Land Management, canceled the plat of survey of the town site of Rhyolite, Nevada, approved June 19, 1908, affecting lands in the SE¼ sec. 9, SW¼ sec. 10, E½ and SW¼ sec. 16, T. 12 S., R. 46 E., Mount Diablo Meridian, Nevada.

The lands are desert range lands with a low carrying capacity for grazing livestock.

This order shall not otherwise become effective to change the status of such lands until 10:00 a. m. on December 28, 1948.

At that time the lands shall, subject to valid existing rights and the provisions of existing withdrawals, become subject to application, petition, location, or selection as follows:

(a) *Ninety-day period for preference-right filings.* For a period of 90 days from December 28, 1948, to March 29, 1949, inclusive, the public lands affected by this order shall be subject to (1) application under the homestead or the desert land laws, or the small tract act of June 1, 1938 (52 Stat. 609, 43 U. S. C. sec. 682a), as amended, by qualified veterans of World War II, for whose service

recognition is granted by the act of September 27, 1944 (58 Stat. 747, 43 U. S. C. secs. 279–283), subject to the requirements of applicable law, and (2) application under any applicable public-land law, based on prior existing valid settlement rights and preference rights conferred by existing laws or equitable claims subject to allowance and confirmation. Applications by such veterans shall be subject to claims of the classes described in subdivision (2).

(b) *Twenty-day advance period for simultaneous preference-right filings.* For a period of 20 days from December 8, 1948, to December 27, 1948, inclusive, such veterans and persons claiming preference rights superior to those of such veterans, may present their applications, and all such applications, together with those presented at 10:00 a. m. on December 28, 1948, shall be treated as simultaneously filed.

(c) *Date for non-preference-right filings authorized by the public-land laws.* Commencing at 10:00 a. m. on March 30, 1949, any of the lands remaining unappropriated shall become subject to such application, petition, location, or selection by the public generally as may be authorized by the public-land laws.

(d) *Twenty-day advance period for simultaneous non-preference-right filings.* Applications by the general public may be presented during the 20-day period from March 10, 1949, to March 29, 1949, inclusive, and all such applications, together with those presented at 10:00 a. m. on March 30, 1949, shall be treated as simultaneously filed.

Veterans shall accompany their applications with certified copies of their certificates of discharge, or other satisfactory evidence of their military or naval service. Persons asserting preference rights, through settlement or otherwise, and those having equitable claims, shall accompany their applications by duly corroborated affidavits in support thereof, setting forth in detail all facts relevant to their claims.

Applications for these lands, which shall be filed in the District Land Office, Carson City, Nevada, shall be acted upon in accordance with the regulations contained in § 295.8 of Title 43 of the Code of Federal Regulations (Circular No. 324, May 22, 1914, 43 L. D. 254), and Part 296 of that title, to the extent that such regulations are applicable. Applications under the homestead laws shall be governed by the regulations contained in Parts 166 to 170, inclusive, of Title 43 of the Code of Federal Regulations and applications under the desert land laws and the small tract act of June 1, 1938, shall be governed by the regulations contained in Parts 232 and 257, respectively, of that title.

Inquiries concerning these lands shall be addressed to the Manager, District Land Office, Carson City, Nevada.

WILLIAM E. WARNE,
Acting Secretary of the Interior.

OCTOBER 26, 1948.

[F. R. Doc. 48-9636; Filed, Nov. 2, 1948; 8:49 a. m.]

[Circ. 1703]

EAST ADDITION TO KODIAK TOWN SITE, ALASKA

SALE OF LOTS

1. *Statutory authority.* The lots in the East Addition to Kodiak Town Site, Alaska, will be disposed of under section 2381, United States Revised Statutes (43 U. S. C. sec. 712). The town site plat of survey No. 2538B for this addition was accepted on February 17, 1942, and officially filed on January 29, 1947.

2. *Lots, areas, and minimum prices.* The lots which will be offered for sale, and the areas and minimum prices thereof, are shown in the attached schedule.

3. *Public sale.* The lots will be offered for sale by the Regional Administrator or his representative at public outcry to the highest bidder at Kodiak, Alaska, on November 18, 1948, beginning at 10:00 a. m. The sale will be continued from day to day as long as may be necessary until all the lots have been offered.

4. *Payments.* No lot shall be sold for less than the minimum price. Full payment may be made in cash on the date of the sale, or one-fourth of the purchase price may be paid in cash at that time and the balance in not to exceed three equal annual installments, with interest at the rate of four percent per annum to the date of payment. Payment on the date of the sale must be made to the officer conducting the sale. The deferred installments, with the interest, must be paid to the Manager, District Land Office, Anchorage, Alaska.

5. *Citizenship requirements.* Every individual purchasing a lot will be required to furnish evidence that he is a citizen of the United States, or that he has declared his intention to become such a citizen, and every corporation purchasing a lot will be required to furnish evidence, including a certified copy of its articles of incorporation, showing that it was organized under the laws of the United States or of some State, Territory, or possession thereof, and that it is authorized to acquire and hold real estate in Alaska.

6. *Manner of sale.* Bids and payments may be made in person or by agent, but may not be made by mail nor at any time or place other than that fixed by these regulations. Any person may purchase any number of lots for which he is the successful bidder.

7. *Authority of officer conducting the sale.* The officer conducting the sale is hereby authorized to reject any and all bids for any lot, and to suspend, adjourn, or postpone the sale of any lot or lots. After all the lots have been offered, the sale will be adjourned or closed, as the officer in charge may deem proper.

8. *Forfeitures for nonpayment.* If any person who has made partial payment on a lot fails to make any succeeding payment required under these regulations, at the date such payment becomes due, the money theretofore paid and his right to the lot will be forfeited.

9. *Removal of improvements.* Owners of buildings who do not purchase the lots on which the buildings are located will be allowed three months from the date of the sale in which to remove their improvements.

10. *Disposal of lots after sale has been closed.* Lots remaining unsold at the close of the sale will be subject to private entry for cash at their minimum prices, and lots the rights to which have been declared forfeited for nonpayment of any installment of the purchase price will be subject to private entry for cash at such purchase price.

11. *Reservations.* Patents for the lots, when issued, will contain a reservation of fissionable materials and conditions and limitations as provided by the act of August 1, 1946 (60 Stat. 755). Patents will also contain the reservations of rights-of-way for ditches and canals in accordance with the act of August 30, 1890 (26 Stat. 391), and for the construction of railroads and telegraph and telephone lines as provided by the act of March 12, 1914 (38 Stat. 305).

12. *Warning.* All persons are warned against forming any combination or agreement which will prevent any lot from selling advantageously or which will, in any way, hinder or embarrass the sale. Any person so offending will be prosecuted under section 59 of the Criminal Code of the United States (18 U. S. C. sec. 113).

ROSCOE E. BELL,
Acting Director.

Approved: October 25, 1948.

WILLIAM E. WARNE,
Acting Secretary of the Interior.

SCHEDULE SHOWING LOT AND BLOCK NUMBERS, AREAS, AND APPRAISED VALUES OF LOTS IN THE EAST ADDITION TO KODIAK TOWN SITE, ALASKA, WHICH WILL BE OFFERED FOR SALE AT PUBLIC OUTCRY UNDER CIRCULAR NO. 1703

Block	Lot	Area in square feet	Minimum price
2	1	5,000	$150
	2	5,000	150
	3	5,000	150
	4	5,000	150
	5	5,000	150
	6	5,000	150
	7	5,000	150
	8	4,798	150
	9	2,538	100
	10	7,397	175
	11	5,000	150
	12	5,000	150
	13	5,000	150
	14	5,000	150
	15	5,000	150
	16	5,000	150
	17	5,000	150
	18	5,000	150
4	1	5,000	150
	2	5,000	150
	3	5,000	150
	4	5,000	150
	5	5,000	150
	6	5,000	150
	7	6,668	175
	8	3,148	75
	9	5,000	150
	10	5,000	150
	11	5,000	150
	12	5,000	150
	13	5,000	150
	14	5,000	150
5	1	5,000	150
	2	5,000	150
	3	5,000	150
	4	5,000	150
	5	5,000	150
	6	5,000	150
	7	5,000	150
	8	5,000	150
	9	5,000	150
	10	5,000	150
	11	5,000	150
	12	5,000	150
	13	5,000	150
	14	5,000	150
	15	5,000	150
	16	5,000	150
6	1	5,000	150
	2	5,000	150

SCHEDULE—Continued

Block	Lot	Area in square feet	Minimum price
6	3	5,000	$150
	4	5,000	150
	5	5,000	150
	6	5,000	150
	7	5,000	150
	8	5,000	150
	9	5,000	150
	10	5,000	150
	11	5,000	150
	12	5,000	150
	13	5,000	150
	14	5,000	150
	15	5,000	150
	16	5,000	150
33	1	8,110	300
	2	4,999	250
	3	6,187	250
	4	3,492	200
	5	4,209	200
	6	4,926	200
	7	5,643	225
	8	6,360	250
	9	5,764	250
	10	5,294	225
	11	4,823	200
	12	4,350	200
	13	3,882	200
34	1	8,548	350
	2	8,310	350
	3	7,701	350
	4	7,008	350
	5	6,507	350
	6	6,006	300
	7	5,506	300
	8	5,006	300
	9	4,514	300
	10	4,460	300
	11	4,652	300
	12	4,827	300
	13	4,407	300
	14	4,217	300
	15	4,086	300
	16	3,851	300
	17	4,912	300
	18	7,857	350
35	1	5,244	250
	2	4,533	250

[F. R. Doc. 48-9635; Filed, Nov. 2, 1948; 8:49 a. m.]

FEDERAL POWER COMMISSION

[Docket Nos. G-1081, G-1091, G-1093]

IROQUOIS GAS CORP. ET AL.

NOTICE OF FINDINGS AND ORDERS ISSUING CERTIFICATES OF PUBLIC CONVENIENCE AND NECESSITY

OCTOBER 28, 1948.

In the matter of Iroquois Gas Corporation, Docket No. G-1081; Colorado Interstate Gas Company, Docket No. G-1091; Lone Star Gas Company, Docket No. G-1093.

Notice is hereby given that, on October 27, 1948, the Federal Power Commission issued its findings and orders entered October 26, 1948, issuing certificates of public convenience and necessity in the above-designated matters.

[SEAL] LEON M. FUQUAY, *Secretary.*

[F. R. Doc. 48-9623; Filed, Nov. 2, 1948; 8:45 a. m.]

HAVERHILL ELECTRIC CO. AND KANSAS CITY POWER AND LIGHT CO.

NOTICE OF ORDERS APPROVING AND DIRECTING DISPOSITIONS OF AMOUNTS CLASSIFIED IN ELECTRIC PLANT ADJUSTMENTS

OCTOBER 28, 1948.

Notice is hereby given that, on October 27, 1948, the Federal Power Commission issued its orders entered October 26, 1948, approving and directing dispositions of amounts classified in Account 107, Electric Plant Adjustments, in the above-designated matters.

[SEAL] LEON M. FUQUAY, *Secretary.*

[F. R. Doc. 48-9624; Filed, Nov. 2, 1948; 8:45 a. m.]

[Docket Nos. G-704, G-1143]

TRANS-CONTINENTAL GAS PIPE LINE CO., INC., AND TRANS-CONTINENTAL GAS PIPE LINE CORP.

ORDER REOPENING AND CONSOLIDATING PROCEEDINGS AND FIXING DATE OF HEARING

OCTOBER 28, 1948.

It appears to the Commission that:

(a) Public hearings were held on October 15, through October 18, 1948, on the petition filed September 23, 1948, to amend the Commission's order of May 29, 1948, at Docket No. G-704, issuing a certificate of public convenience and necessity to Trans-Continental Gas Pipe Line Company, Inc. (Trans-Continental Company), and the Commission on October 19, 1948, adopted an order granting a motion to omit the intermediate decision procedure.

(b) The evidence presented at such hearing further indicates that Trans-Continental Company may not be able to construct its proposed project within the time limitations imposed by its gas purchase contracts and although there was some indication of willingness of some suppliers of natural gas of Trans-Continental Company to extend such time limitations until April 1, 1951, no executed amendments to the contracts were submitted.

(c) On October 19, 1948, Trans-Continental Gas Pipe Line Corporation (Trans-Continental Corporation), a Delaware Corporation with its principal office in Dallas, Texas, filed an application for a certificate of public convenience and necessity pursuant to section 7 of the Natural Gas Act, as amended, seeking authorization as follows:

(i) To acquire, construct and operate the facilities authorized to be constructed and operated by Trans-Continental Gas Pipe Line Company, Inc., a Texas corporation, pursuant to certificate of public convenience and necessity issued to it by the Commission on May 29, 1948.

(ii) To succeed to all other rights and obligations of the Trans-Continental Gas Pipe Line Company, Inc., over which the Commission has jurisdiction under authority of the Natural Gas Act, as amended.

(d) By the application referred to in paragraph (c) above, it is contemplated that the preferred stock to be issued by Trans-Continental Corporation would be cumulative preferred stock entitling the holders thereof to payments of dividends during the period of construction of the line, which dividends may be paid out of funds properly included in capital account.

Upon consideration of Trans-Continental Company's petition to amend the Commission's order of May 29, 1948, at Docket No. G-704, and the record thereon and the application of Trans-Continental Corporation pending at Docket No. G-1143, the Commission finds that:

(1) It is in the public interest as hereinafter ordered to reopen the above-entitled proceeding at Docket No. G-704 for the purpose of receiving evidence on the matters set forth above, and such other matters as bear upon such petition to amend the aforesaid order of May 29, 1948, and the plan proposed for financing the project.

(2) Good cause exists to consolidate for purposes of hearing the proceedings at Docket No. G-704 with those at Docket No. G-1143.

The Commission orders that:

(A) The proceeding at Docket No. G-704 be and the same is hereby reopened and said proceeding is hereby consolidated with the proceeding at Docket No. G-1143 for the purpose of hearing.

(B) Pursuant to authority contained in and subject to the jurisdiction conferred upon the Federal Power Commission by sections 7 and 15 of the Natural Gas Act, as amended, and the Commission's rules of practice and procedure a public hearing in the above-entitled consolidated proceedings be held commencing on November 8, 1948, at 10:00 a. m., e. s. t., in the Hearing Room of the Federal Power Commission, 1800 Pennsylvania Avenue NW., Washington, D. C., concerning the matters presented and the issues involved in the aforesaid petition to amend at Docket No. G-704 and the application at Docket No. G-1143 in these proceedings.

(C) Interested State commissions may participate as provided by §§ 1.8 and 1.37 (f) of the Commission's rules of practice and procedure.

Date of issuance: October 29, 1948.

By the Commission.

[SEAL] LEON M. FUQUAY, *Secretary.*

[F. R. Doc. 48-9682; Filed, Nov. 2, 1948; 9:00 a. m.]

FEDERAL TRADE COMMISSION

[21-409]

WHOLESALE OPTICAL INDUSTRY

NOTICE OF HOLDING OF TRADE PRACTICE CONFERENCE

At a regular session of the Federal Trade Commission held at its offices in the city of Washington, D. C., on the 29th day of October 1948.

Notice is hereby given that a Trade Practice Conference will be held by the Federal Trade Commission for the Wholesale Optical Industry in the Commodore Perry Hotel, Toledo, Ohio, on November 18, 1948, commencing at 10 a. m., eastern standard time.

Products of the industry include correction lenses and eye glasses, eye glass frames and mountings, and eye glass parts and accessories. (Note: Contact lenses, sun glasses, and precision lenses for telescopes, etc., are not included.) All persons, concerns, or organizations engaged in the wholesale distribution of such products are cordially invited to attend or send representatives to the

conference and to take part in the proceeding.

The conference and further proceedings in the matter will be directed toward the eventual establishment and promulgation by the Commission of trade practice rules for the industry under which unfair methods of competition, unfair or deceptive acts or practices, and other trade abuses, may be eliminated and prevented.

By direction of the Commission.

[SEAL] OTIS B. JOHNSON, *Secretary.*

[F. R. Doc. 48-9632; Filed, Nov. 2, 1948; 9:35 a. m.]

SECURITIES AND EXCHANGE COMMISSION

[File No. 70-1972]

CENTRAL MAINE POWER CO.

NOTICE OF FILING AND ORDER FOR HEARING

At a regular session of the Securities and Exchange Commission held at its office in the city of Washington, D. C., on the 27th day of October A. D. 1948.

Notice is hereby given that an application, and an amendment thereto, has been filed with this Commission, pursuant to the Public Utility Holding Company Act of 1935 ("the act"), by Central Maine Power Company, an operating public utility and a direct subsidiary of New England Public Service Company, a registered holding company, which in turn is a direct subsidiary of Northern New England Company, also a registered holding company. Applicant designates section 6 (b) of the act and Rule U-50 thereunder as applicable to the proposed transactions.

All interested persons are referred to said application on file in the office of the Commission for a statement of the transactions therein proposed, which may be summarized as follows:

Applicant proposes to issue and sell for cash 303,330 shares of its Common Stock, $10 par value, at a price per share not less than the par value thereof on the following basis:

To each holder of its Common Stock, the right to subscribe (Subscription Right) for shares of such stock on the basis of one-half share of such common stock for each full share so held;

To each holder of 6% Preferred Stock, the right to subscribe (Subscription Right) for shares of such stock on the basis of one share of such Common Stock for each full share so held;

To each holder of Preferred Stock 3.50% Series, the right to subscribe (Subscription Right) for shares of such stock on the basis of one-half share of such Common Stock for each full share so held; and

To each holder of Common Stock, to each holder of 6% Preferred Stock, and to each holder of Preferred Stock 3.50% Series, the privilege to subscribe ("Subscription Privilege"), subject to allocation, for any number of full shares of Common Stock offered under these provisions which such holder may desire to purchase.

It is stated that New England Public Service Company, which owns 77.8% of the presently outstanding Common Stock of applicant, will waive its preemptive rights with respect to the 303,330 shares of the Common Stock to be so offered, subject to the condition that warrants to subscribe to such stock are issued to all stockholders of applicant; and that applicant will therefore be able to make the offer to stockholders as above set out.

Applicant proposes to enter into a contract, the terms of which are to be negotiated, with Coffin & Burr, Incorporated, 60 State Street, Boston, Massachusetts, as representative of and acting on behalf of a group of underwriters, whereby the proposed issue of Common Stock will be underwritten. A copy of the proposed contract, which will, among other things, set forth the price at which the proposed issue will be offered to applicant's stockholders, as above set forth, and at which any shares not subscribed for by applicant's stockholders will be offered to the public, the amount of fees or commissions to be paid to the underwriters, the name or names of the underwriters, and other details will be supplied by amendment.

The net proceeds from the sale of the Common Stock are to be used by applicant to reduce its outstanding short-term notes payable to the order of the First National Bank of Boston, the proceeds of which, it is stated, were used for the acquisition of property, the construction, completion and extension of applicant's facilities, and other lawful purposes. As of October 25, 1948 said bank loans aggregated $7,500,000, and applicant's financial program for the remainder of the year 1948 requires additional bank borrowings in the amount of $2,000,000.

It appearing to the Commission that it is appropriate in the public interest and in the interest of investors and consumers that a hearing be held with respect to the proposed transactions and that said application should not be granted except pursuant to further order of this Commission:

It is ordered, Pursuant to the applicable provisions of the act and the rules and regulations promulgated thereunder, that a hearing with respect to the said application be held on Tuesday, November 9, 1948, at 10:00 a. m., e. s. t., at the office of this Commission, 425 Second Street NW., Washington 25, D. C. On such date the hearing room clerk in Room 101 will advise as to the room in which such hearing is to be held. Any person desiring to be heard or otherwise participate in this proceeding shall file with the Secretary of the Commission on or before November 8, 1948, a written request therefor as provided by Rule XVII of the Commission's rules of practice.

It is further ordered, That James G. Ewell, or any other officer or officers of this Commission designated by it for that purpose, shall preside at such hearing. The officer so designated to preside at such hearing is hereby authorized to exercise all powers granted to the Commission under section 18 (c) of the act and to a hearing officer under the Commission's rules of practice.

The Division of Public Utilities of the Commission having advised the Commission that it has made a preliminary examination of the application and that, upon the basis thereof and without prejudice to additional matters or questions being specified upon further examination, the following matters and questions are presented for consideration:

1. Whether the issue and sale of said securities is entitled to exemption as provided by the third sentence of section 6 (b) of the act.

2. Whether said transaction should be exempted from the requirements of competitive bidding as provided in Rule U-50, and if so, what conditions, if any, in the public interest or for the protection of investors and consumers should be imposed in connection with such exemption.

3. Whether it is necessary or appropriate in the public interest or for the protection of investors or consumers to impose other terms and conditions with reference to the proposed transactions, and if so, what such terms and conditions should be.

4. Whether the accounting entries to be recorded in connection with the proposed transactions are proper and conform to accepted accounting principles.

It is further ordered, That the Secretary of the Commission shall serve notice of the aforesaid hearing by mailing by registered mail a copy of this notice and order to Central Maine Power Company, New England Public Service Company, and the Public Utilities Commission of Maine; and that general notice shall be given to all persons by publication of this notice and order in the FEDERAL REGISTER; and that a copy of this notice and order through a general release of this Commission shall be distributed to the press and mailed to the mailing list for releases issued under the Public Utility Holding Company Act of 1935.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 48-9627; Filed, Nov. 2, 1948; 8:45 a. m.]

[File No. 811-544]

BUFFALO INVESTORS, INC.

NOTICE OF MOTION

At a regular session of the Securities Exchange Commission held at its offices in the city of Washington, D. C., on the 28th day of October A. D. 1948.

Notice is hereby given that the Division of Corporation Finance has filed a motion for an order pursuant to section 8 (f) of the Investment Company Act of 1940 ("act") declaring that Buffalo Investors, Inc. has ceased to be an investment company.

The Division of Corporation Finance has been advised that a certificate of dissolution of Buffalo Investors, Inc., showing the consent of all stockholders to such dissolution, has been filed with the Secretary of State of the State of New York on October 5, 1948, and that such Secretary has issued his certificate of such filing. The Division of Cor-

poration Finance has been further advised that the entire consideration, $112,500, paid by all purchasers of capital stock of Buffalo Investors, Inc., for such stock has been distributed to them.

All interested persons are referred to said motion which is on file at the office of this Commission in Washington, D. C. for a more detailed statement of the matters of fact and law therein asserted.

Notice is further given that an order granting the motion may be issued by the Commission at any time after November 10, 1948 unless prior thereto a hearing upon the motion is ordered by the Commission, as provided in Rule N-5 of the rules and regulations promulgated under the act. Any interested person may, not later than November 8, 1948 at 5:30 p. m., in writing submit to the Commission his views or any additional facts bearing upon this motion or the desirability of a hearing thereon, or request the Commission in writing that a hearing be held thereon. Any such communication or request should be addressed: Secretary, Securities and Exchange Commission, 525 Second Street NW., Washington 25, D. C., and should state briefly the nature of the interest of the person submitting such information or requesting a hearing, the reasons for such request, and the issues of fact or law raised by the motion which he desires to controvert.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 48-9628; Filed, Nov. 2, 1948; 8:45 a. m.]

[File Nos. 54-25, 59-11, 59-17]

UNITED LIGHT & RAILWAYS CO. ET AL.

NOTICE OF FILING

At a regular session of the Securities and Exchange Commission held at its office in the city of Washington, D. C., on the 28th day of October A. D. 1948.

In the matter of United Light and Railways Company, American Light & Traction Company, et al., File Nos. 59-11, 59-17, 54-25.

Notice is hereby given that American Light & Traction Company ("American Light") has filed an application-declaration with respect to the sale by American Light of 192,734 shares of common stock of the Detroit Edison Company ("Detroit Edison") in accordance with the applicable provisions of the Public Utility Holding Company Act of 1935 ("act") and the rules promulgated thereunder.

Notice is further given that any interested person may, not later than November 8, 1948, at 5:30 p. m., e. s. t., request the Commission in writing that a hearing be held on such matter, stating the nature of his interest, the reasons for such request and specifying in detail the issues, if any, of fact or law raised by said application-declaration proposed to be controverted, or may request that he be notified if the Commission should order a hearing thereon. Any such request should be addressed: Secretary, Securities and Exchange Commission, 425 Second Street NW., Washington 25, D. C. At any time after November 8, 1948, such application-declaration, as filed or as amended, may be granted and permitted to become effective as provided in Rule U-23 of the rules and regulations promulgated under said act or the Commission may exempt such transactions as provided in Rules U-20 (a) and U-100 thereof.

All interested persons are referred to said application-declaration which is on file in the offices of this Commission for a statement of the transactions therein proposed which are summarized below:

On December 30, 1947, the Commission entered an Order approving a plan filed pursuant to the provisions of section 11 (e) of the act by American Light and its parent, United Light and Railways Company, a registered holding company which provides, among other things, that during 1948 American Light will apply for permission to sell such shares of Detroit Edison as may be required from time to time in connection with its investment in Michigan-Wisconsin Pipe Line Company, a subsidiary, and to distribute shares of such stock as dividends on the common stock of American Light, and that during 1948 American Light will dispose of all of its interest in Detroit Edison. American Light previously has sold two blocks of 450,000 shares each of Detroit Edison common stock in January and April 1948, respectively, and a third block of 190,000 shares of such stock in September 1948. In addition, American Light has distributed 103,312 shares of the Detroit Edison common stock as dividends to its common stockholders. As a further step in the consummation of said plan, American Light now proposes to sell at competitive bidding, pursuant to the requirements of Rule U-50, 192,734 shares of the common stock of Detroit Edison. The shares proposed to be sold constitute all of the shares of Detroit Edison common stock which will be owned by American Light after giving effect to a further dividend distribution to common stockholders of American Light to be made on November 1, 1948, except for one-half share of such stock which will be disposed of as indicated hereinafter. The application-declaration requests that the period provided by Rule U-50 for invitation of bids be shortened from 10 to 6 days, and, according to a time schedule specified in said application-declaration, it is contemplated that invitation for bids will be published on or about November 10, 1948, and that bids will be opened on or about November 16, 1948.

The application-declaration also requests authority to purchase on the New York Stock Exchange and the Detroit Stock Exchange such numbers of shares of common stock of Detroit Edison as may be necessary or appropriate to stabilize the price of such stock in order to facilitate the distribution and offering of the 192,734 shares proposed to be sold. It is stated that such purchases by American Light may commence at 10:00 a. m. on the date set for opening of bids and continue until American Light has accepted a bid or, if no bid is accepted, until all bids are rejected, that all purchases will be made through a member or members of the stock exchanges named and that the commissions paid in connection with such purchases will not exceed those customarily charged by members of the exchanges under applicable rules. Promptly after acceptance of a bid, American Light proposes to sell any shares of Detroit Edison common stock purchased for stabilizing purposes, together with the one-half share referred to above, through ordinary brokerage channels.

The application-declaration requests that the Commission's order be entered herein on or before November 9, 1948, and become effective forthwith.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 48-9629; Filed, Nov. 2, 1948; 8:45 a. m.]

DEPARTMENT OF JUSTICE

Office of Alien Property

AUTHORITY: 40 Stat. 411, 55 Stat. 839, Pub. Laws 322, 671, 79th Cong., 60 Stat. 50, 925; 50 U. S. C. and Supp. App. 1, 616, E. O. 9193, July 6, 1942, 3 CFR, Cum. Supp., E. O. 9567, June 8, 1945, 3 CFR, 1945 Supp., E. O. 9788, Oct. 14, 1946, 11 F. R. 11981.

[Vesting Order 12142]

ELIZABETH DARTING WEBER

In re: Estate of Elizabeth Darting Weber, deceased. File No. D-28-8283; E. T. sec. 9504.

Under the authority of the Trading With the Enemy Act, as amended, Executive Order 9193, as amended, and Executive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That Philip Sauer, Frau Mina Faulhaber, and the daughter, name unknown, of Frau Dinchen Anslinger, whose last known address is Germany, are residents of Germany and nationals of a designated enemy country (Germany);

2. That the issue of the daughter, names unknown, of Frau Dinchen Anslinger, the issue, names unknown, of Jacob Sauer, the issue, names unknown, of Philip Sauer, and the issue, names unknown, of Frau Mina Faulhaber, who there is reasonable cause to believe are residents of Germany, are nationals of a designated enemy country (Germany);

3. That all right, title, interest and claim of any kind or character whatsoever of the persons identified in sub-paragraphs 1 and 2 hereof, and each of them, in and to the estate of Elizabeth Darting Weber, deceased, is property payable or deliverable to or claimed by, the aforesaid nations of a designated enemy country (Germany);

4. That such property is in the process of administration by Charles L. Livingstone, as Administrator de bonis non, c. t. a., acting under the judicial supervision of the Probate Court of Cuyahoga County, Ohio;

and it is hereby determined:

5. That to the extent that the persons identified in subparagraph 1 hereof, and the issue of the daughter, names unknown, of Frau Dinchen Anslinger, the issue, names unknown, of Jacob Sauer,

the issue, names unknown, of Philip Sauer, and the issue, names unknown, of Frau Mina Faulhaber, are not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country (Germany).

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on October 4, 1948.

For the Attorney General.

[SEAL] DAVID L. BAZELON,
Assistant Attorney General,
Director, Office of Alien Property.

[F. R. Doc. 48-9638; Filed, Nov. 2, 1948; 8:50 a. m.]

[Vesting Order 12147]

FREIDA Z. BOURN

In re: Estate of Freida Z. Bourn, deceased. D-28-12415; E. T. sec. 16632.

Under the authority of the Trading With the Enemy Act, as amended, Executive Order 9193, as amended, and Executive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That Bertha Langenbranden and Fredrika Wahl, whose last known address is Germany, are residents of Germany and nationals of a designated enemy country (Germany);

2. That the issue, names unknown, of Bertha Langenbranden, and the issue, names unknown, of Fredrika Wahl, who there is reasonable cause to believe are residents of Germany, are nationals of a designated enemy country (Germany);

3. That all right, title, interest and claim of any kind or character whatsoever of the persons identified in subparagraphs 1 and 2 hereof, and each of them, in and to the estate of Freida Z. Bourn, deceased, is property payable or deliverable to, or claimed by, the aforesaid nationals of a designated enemy country (Germany);

4. That such property is in the process of administration by Clarence A. Finch, as executor, acting under the judicial supervision of the Superior Court, Maricopa County, Arizona;

and it is hereby determined:

5. That to the extent that the persons identified in subparagraph 1 hereof and the issue, names unknown of Bertha Langenbranden, and the issue, names unknown, of Fredrika Wahl, are not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country (Germany).

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on October 5, 1948.

For the Attorney General.

[SEAL] DAVID L. BAZELON,
Assistant Attorney General,
Director, Office of Alien Property.

[F. R. Doc. 48-9639; Filed, Nov. 2, 1948; 8:50 a. m.]

[Vesting Order 12150]

CHRISTINE LUFT

In re: Estate of Christine Luft, deceased. File F-28-19827; E. T. 16642.

Under the authority of the Trading With the Enemy Act, as amended, Executive Order 9193, as amended, and Executive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That Willy Kleist and Fritz Kleist, whose last known address is Germany, are residents of Germany and nationals of a designated enemy country (Germany);

2. That all right, title, interest and claim of any kind or character whatsoever of the persons named in subparagraph 1 hereof, and each of them, in and to the estate of Christine Luft, deceased, is property payable or deliverable to, or claimed by the aforesaid nationals of a designated enemy country (Germany);

3. That such property is in the process of administration by Jean Workman Pain, Administrator c. t. a., acting under the judicial supervision of the Probate Court of Ramsey County, State of Minnesota;

and it is hereby determined:

4. That to the extent that the persons named in subparagraph 1 hereof, are not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country (Germany).

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on October 5, 1948.

For the Attorney General.

[SEAL] DAVID L. BAZELON,
Assistant Attorney General.
Director, Office of Alien Property.

[F. R. Doc. 48-9640; Filed, Nov. 2, 1948; 8:50 a. m.]

[Vesting Order 12162]

GUSTAV GROSS ET AL.

In re: Stock and bond owned by Gustav Gross and others. F-28-25419-A-1.

Under the authority of the Trading With the Enemy Act, as amended, Executive Order 9193, as amended, and Executive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That Gustav Gross, whose last known address is Harra, Germany, Luise Hacker, whose last known address is Kiessling, Germany and Ida Schmidt, whose last known address is Saardorf/Thur, Germany, are residents of Germany and nationals of a designated enemy country (Germany);

2. That the property described as follows: a. Twenty-five (25) shares of 5% cumulative preferred capital stock of the J. H. Belz Provision Company, St. Louis, Missouri, evidenced by a certificate numbered 8, registered in the name of Henry Gross, deceased, and presently in the custody of Detjen & Detjen, 511 Locust Street, St. Louis, Missouri, together with all declared and unpaid dividends thereon,

b. One (1) share of capital stock of the German House Incorporated, St. Louis, Missouri, evidenced by a certificate numbered 376, registered in the name of Henry Gross, deceased, and presently in the custody of Detjen & Detjen, 511 Locust Street, St. Louis, Missouri, together with all declared and unpaid dividends thereon, and

c. One (1) Dictator Apartments Income Mortgage Bond, of $450.00 face value, bearing the number 49, and presently in the custody of Detjen & Detjen, 511 Locust Street, St. Louis, Missouri, together with any and all rights thereunder and thereto,

subject, however, to any and all attorney's liens of Detjen & Detjen, 511 Locust Street, St. Louis, Missouri, arising out of accrued but unpaid fees for legal services,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by Gustav Gross, Luise Hacker and Ida Schmidt, the aforesaid nationals of a designated enemy country (Germany);

and it is hereby determined:

3. That to the extent that the persons named in subparagraph 1 hereof are not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country (Germany).

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on October 5, 1948.

For the Attorney General.

[SEAL] DAVID L. BAZELON,
Assistant Attorney General,
Director, Office of Alien Property.

[F. R. Doc. 48-9641; Filed, Nov. 2, 1948; 8:50 a. m.]

[Vesting Order 12193]

YUSEN SHAIN CLUB

In re: Bank account owned by Yusen Shain Club. F-39-5984-E-1.

Under the authority of the Trading With the Enemy Act, as amended, Executive Order 9193, as amended, and Executive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That Yusen Shain Club, an unincorporated social association organized by former employees of Nippon Yusen Kaisha, all of whom are residents of Japan, is controlled by or is acting for or on behalf of a designated enemy country (Japan) or persons within such country and is a national of a designated enemy country (Japan);

2. That the property described as follows: That certain debt or other obligation of the Yokohama Specie Bank, Limited, Honolulu Office, Post Office Box 1200, Honolulu, T. H., arising out of a savings account, entitled Yusen Shain Club, evidenced by Receiver's Liability Number 3359, in the amount of $51.64, as of December 31, 1945, and any and all rights to demand, enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behaf of or on account of, or owing to, or which is evidence of ownership or control by, Yusen Shain Club, the aforesaid national of a designated enemy country (Japan);

and it is hereby determined:

3. That to the extent that Yusen Shain Club is not within a designated enemy country, the national interest of the United States requires that it be treated as a national of a designated enemy country (Japan).

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on October 11, 1948.

For the Attorney General.

[SEAL] DAVID L. BAZELON,
Assistant Attorney General,
Director, Office of Alien Property.

[F. R. Doc. 48-9642; Filed, Nov. 2, 1948; 8:50 a. m.]

[Vesting Order 12199]

EMILIE LORENZEN

In re: Estate of Emilie Lorenzen, deceased. File No. D-28-4072; E. T. sec. 7991.

Under the authority of the Trading With the Enemy Act, as amended, Executive Order 9193, as amended, and Executive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That Anst Roessler, also known as General Anst Roessler, Hertha Crasemann and Analisa Roessler, whose last known address is Germany, are residents of Germany and nationals of a designated enemy country (Germany);

2. That the domiciliary personal representatives, heirs, next-of-kin, legatees and distributees, names unknown, of Anst Roessler, also known as General Anst Roessler, of Hertha Crasemann, and of Analisa Roessler, who there is reasonable cause to believe are residents of Germany, are nationals of a designated enemy country (Germany);

3. That all right, title, interest and claim of any kind or character whatsoever of the persons identified in sub-paragraphs 1 and 2 hereof, and each of them, in and to the estate of Emilie Lorenzen, deceased, presently being administered by George W. Thompson, 401 Baker Building, Walla Walla, Washington, as Executor,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of, or on account of, or owing to or which is evidence of ownership or control by the aforesaid nationals of a designated enemy country (Germany);

and it is hereby determined:

4. That to the extent that the persons named in subparagraph 1 hereof and the domiciliary personal representatives, heirs, next-of-kin, legatees and distributees, names unknown, of Anst Roessler, also known as General Anst Roessler, of Hertha Crasemann, and Analisa Roessler, are not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country (Germany).

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on October 15, 1948.

For the Attorney General.

[SEAL] DAVID L. BAZELON,
Assistant Attorney General,
Director, Office of Alien Property.

[F. R. Doc. 48-9643; Filed, Nov. 2, 1948; 8:51 a. m.]

[Vesting Order 12211]

MRS. PAULA VOLKMANN ET AL.

In re: Stock owned by and debts owing to Mrs. Paula Volkmann, nee Isenberg and the personal representatives, heirs, next of kin, legatees and distributees of J. Carl Isenberg, deceased. F-28-2579-C-1, F-28-2579-D-3, F-28-852-A-5, F-28-5000-C-1.

Under the authority of the Trading With the Enemy Act, as amended, Executive Order 9193, as amended, and Executive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That the personal representatives, heirs, next of kin, legatees and distributees of J. Carl Isenberg, deceased, who there is reasonable cause to believe are residents of Germany, are nationals of a designated enemy country (Germany);

2. That Mrs. Paula Volkmann, nee Isenberg, whose last known address is c/o Mrs. Carl Isenberg, Travenort, Post Gnissau, Holstein, Germany, is a resident of Germany and a national of a designated enemy country (Germany);

3. That the property described as follows: a. Forty (40) shares of no par value common capital stock of Waianae Company, Limited, c/o American Factors, Limited, Fort and Queen Streets, Honolulu, T. H., a corporation organized under the laws of the Territory of Hawaii, evidenced by Certificate Number 828, registered in the name of Mrs. Beta Isenberg, and presently in the custody of Hawaiian Trust Company, Limited, Honolulu, T. H., together with all declared and unpaid dividends thereon, and

b. That certain debt or other obligation of American Factors, Limited, Queen and Fort Streets, Honolulu, T. H., agents for Waianae Company, Limited, in the amount of $760 as of February 17, 1947, representing liquidating dividend Number 1 of Waianae Company, Limited, on the aforesaid 40 shares of stock described in subparagraph 3a above, together with any and all accruals thereto and any and all rights to demand, enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, the personal representatives, heirs, next of kin, legatees and distributees of J. Carl Isenberg,

deceased, the aforesaid nationals of a designated enemy country (Germany);

4. That the property described as follows: a. Twenty (20) shares of no par value common capital stock of Waianae Company, Limited, c/o American Factors, Limited, Fort and Queen Streets, Honolulu, T. H., a corporation organized under the laws of the Territory of Hawaii, evidenced by Certificate Number 827, registered in the name of Mrs. Paula Volkmann, nee Isenberg and presently in the custody of Hawaiian Trust Company, Limited, Honolulu, T. H., together with all declared and unpaid dividends thereon, and

b. That certain debt or other obligation owing to Mrs. Paula Volkmann, nee Isenberg by American Factors, Limited, Queen and Fort Streets, Honolulu, T. H., agents for Waianae Company, Limited, in the amount of $380 as of February 17, 1947, together with any and all accruals thereto and any and all rights to demand, enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, Mrs. Paula Volkmann, nee Isenberg, the aforesaid national of a designated enemy country (Germany);

and it is hereby determined:

5. That to the extent that the person named in subparagraph 2 hereof and the personal representatives, heirs, next of kin, legatees and distributees of J. Carl Isenberg, deceased, are not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country (Germany).

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on October 15, 1948.

For the Attorney General.

[SEAL] DAVID L. BAZELON,
Assistant Attorney General,
Director, Office of Alien Property.

[F. R. Doc. 48-9644; Filed, Nov. 2, 1948; 8:51 a. m.]

[Vesting Order 12234]

MINNIE H. BECK

In re: Estate of Minnie H. Beck, deceased. File No. D-28-11714; E. T. sec. 15915.

Under the authority of the Trading With the Enemy Act, as amended, Executive Order 9193, as amended, and Executive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That Margaret Beck, John Beck, Henrich Beck, Margaretha Tintrup, Katharina or Kathe Kuballer, Anna F. Holzhauer, Theresia Jesse, Ottilie Franz, George Holzhauer, Helene Goetz, Frida Kathstede, Franz Holzhauer, Robert Holzhauer, and Kathe Becker, whose last known address is Germany, are residents of Germany and nationals of a designated enemy country, (Germany);

2. That the children, names unknown of Margaret Beck; children, names unknown of John Beck; children, names unknown of Henrich Beck; children, names unknown of Willy or Wilhelm Holzhauer; children, names unknown of Sophie Panne; and the children, names unknown of Johann Holzhauer, who there is reasonable cause to believe are residents of Germany, are nationals of a designated enemy country, (Germany);

3. That all right, title, interest and claim of any kind or character whatsoever of the persons identified in subparagraphs 1 and 2 hereof, and each of them, in and to the estate of Minnie H. Beck, deceased, is property payable or deliverable to, or claimed by the aforesaid nationals of a designated enemy country, (Germany);

4. That such property is in the process of administration by Theresa H. Nicht, as Administratrix, C. T. A., acting under the judicial supervision of the Cayuga County Surrogate's Court, New York;

and it is hereby determined:

5. That to the extent that the persons identified in subparagraph 1 hereof, and the children, names unknown, of Margaret Beck; children, names unknown, of John Beck; children, names unknown, of Henrich Beck; children, names unknown, of Willy or Wilhelm Holzhauer; children, names unknown of Sophie Panne; and the children, names unknown, of Johann Holzhauer are not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country (Germany).

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on October 27, 1948.

For the Attorney General.

[SEAL] HAROLD I. BAYNTON,
Deputy Director,
Office of Alien Property.

[F. R. Doc. 48-9645; Filed, Nov. 2, 1948; 8:51 a. m.]

CHARLES A. BUERK ET AL.

NOTICE OF INTENTION TO RETURN VESTED PROPERTY

Pursuant to section 32 (f) of the Trading With the Enemy Act, as amended, notice is hereby given of intention to return, on or after 30 days from the date of the publication hereof, the following property, subject to any increase or decrease resulting from the administration thereof prior to return, and after adequate provision for taxes and conservatory expenses:

Claimant, Claim No., Property and Location

Charles A.Buerk, Max E. Bretschger, Ansley W. Sawyer, Jacob F. Schoellkopf, Jr. and Louis Wirth, as Voting Trustees, Buffalo, New York, 761, Eight-hundred (800) shares of no par value common capital stock of the Buffalo Electro-Chemical Company, Inc., Buffalo, New York, evidenced by stock certificate No. 357 registered in the name of the Attorney General of the United States, presently in the custody of the Safekeeping Department of the Federal Reserve Bank of New York, to Charles A. Buerk, Max E. Bretschger, Ansley W. Sawyer, Jacob F. Schoellkopf, Jr. and Louis Wirth as Voting Trustees under a voting Trust Agreement dated December 31, 1940; and to Ruth Francke the beneficial interest in said shares under said Voting Trust Agreement.

Ruth Francke, Aarau, Switzerland, 857, $40,000 in the Treasury of the United States representing dividends from said shares to Ruth Francke.

Executed at Washington, D. C., on October 29, 1948.

For the Attorney General.

[SEAL] HAROLD I. BAYNTON,
Deputy Director,
Office of Alien Property.

[Return Order 190, Amdt.]

SEIYO KUBOKAWA ET AL.

Return Order No. 190, dated September 13, 1948, is hereby amended to correct the name of the claimant in Claim No. 29194 and the claim number in Claim No. 29381.

These claims should read as follows:

Claimant, Claim No. and Property

Seiyo Kubokawa and Mrs. Seiyo Kubokawa, heirs of Waichi Kubokawa, 2010 Algaroba Street, Honolulu, T. H., 29194, $21.66.

Kikue Nakamura, (formerly Kikue Miura), 3316 Monsarrat Avenue, Honolulu, T. H., 29881, $83.33.

All other provisions of said Return Order No. 190 and all actions taken by or on behalf of the Attorney General of the United States of America in reliance thereon, pursuant thereto, and under the authority thereof are hereby ratified and confirmed.

Executed at Washington, D. C., on October 28, 1948.

For the Attorney General.

[SEAL] HAROLD I. BAYNTON,
Deputy Director,
Office of Alien Property.

[F. R. Doc. 48-9647; Filed, Nov. 2, 1948; 8:51 a. m.]